

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. NNK14510297R	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED July 23, 2014	PAGE OF PAGES 1 of 121

IMPORTANT — The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO. TBD	5. REQUISITION/PURCHASE REQUEST NO. 4200510297	6. PROJECT NO. PCN 96968.3, Revitalize KSC Water & Wastewater Systems Phase 4A – NASA Causeway
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7. ISSUED BY: JOHN F. KENNEDY SPACE CENTER, NASA PROCUREMENT OFFICE CODE: OP-ES KENNEDY SPACE CENTER, FL 32899	CODE OP-ES	8. ADDRESS OFFER TO: JOHN F. KENNEDY SPACE CENTER, NASA PROCUREMENT OFFICE CODE: OP-ES Bldg N6-1009 (CIAO), Attn: Carl Davison KENNEDY SPACE CENTER, FL 32899
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9. FOR INFORMATION CALL:	A. NAME Carl Davison, Contract Specialist	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (321) 867-3514
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SOLICITATION

NOTE: In sealed solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, Identifying no., date):

The contractor shall furnish all labor, equipment, materials and related activities necessary for the installation of replacement water mains and associated appurtenance along the NASA Causeway, at the Kennedy Space Center, Florida. The work includes installing new ductile iron (DI) water mains into the existing water distribution system and abandoning the existing water mains in place.

11. The Contractor shall begin performance within (*) calendar days and complete it within (*) calendar days after receiving [] award, [X] notice to proceed. This performance period is [X] mandatory, [] negotiable (See *See Article F.1b ..)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS. (If "YES," indicate within how many calendar days after award in item 12B.) YES	12B. CALENDAR DAYS 10 calendar days
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by **3:00 pm** local time **August 22, 2014**. If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee is required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE NO. (Include area code)
		16. REMITTANCE ADDRESS (Include only if different than item 14)
CODE	FACILITY CODE	

17. The offeror agrees to perform the work required at the prices below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS	TASK 1 (Base Bid) Revitalize KSC Water & Wastewater Systems \$ _____ Phase 4A - NASA Causeway
	OPTION 1 Removal of Asbestos Cement Pipe \$ _____

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(Type or Print)

20 B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

CLIN	DESCRIPTION	UNIT	UNIT PRICE
0001	TASK 1 (Base Bid) Revitalize KSC Water & Wastewater Systems Phase 4A - NASA Causeway	1 JOB	\$ _____
0002	Additive 1 Removal of Asbestos Cement Pipe	1 JOB	\$ _____
TOTAL AWARD			\$ _____

22. AMOUNT (TOTAL AWARD)

\$ _____

23. ACCOUNTING AND APPROPRIATION DATA

4200510297

24. SUBMIT INVOICE TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)

ITEM

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25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

[] 10 U.S.C. 2304(c) () [] 41 U.S.C. 253(c) ()

26. ADMINISTERED BY

CODE OP-ES

**JOHN F. KENNEDY SPACE CENTER, NASA
PROCUREMENT OFFICE CODE: OP-ES
KENNEDY SPACE CENTER, FL 32899**

27. PAYMENT WILL BE MADE BY

**NASA Shared Services Center (NSSC)
Financial Management Division (FMD) – Accounts Payable
Bldg 1111, C. Road
Stennis Space Center, MS 39529**

CONTRACTING OFFICER WILL COMPLET ITEM 28 OR 29 AS APPLICABLE

[] 28. NEGOTIATED AGREEMENT Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

[] 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN
(Type or Print)

31A. NAME OF CONTRACTING OFFICER (Type or Print)

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

31C. AWARD
DATE

BY

NASA/KSC SOLICITATION NNK14510297R
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SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 CONSTRUCTION SERVICES AND PRICES

<u>Line Item</u>	<u>Description</u>	<u>Unit</u>	<u>Total</u>
0001	Task 1 – Revitalize KSC Water & Wastewater Systems Phase 4A - NASA Causeway	Job	\$ TBD
0002	Additive 1 – Removal of Asbestos Cement Pipe	Job	\$ TBD

TOTAL \$ **TBD**

B.2 NFS 1852.216-78 FIRM FIXED PRICE (DEC 1988)

The total firm fixed price of this contract is \$ **TBD**.

B.3 PROJECT DELIVERABLES (MAY 2014)

Incidental deliverables (manuals, reports, plans, and other written documentation) to be provided under this contract are identified in Section J, Attachment J-A, Project Deliverables. The costs associated with providing the data in Attachment J-A is included in the firm-fixed price of the awarded contract. Nothing contained in Attachment J-A shall relieve the Contractor from furnishing data called for by, or under the authority of, other provisions of this contract, which are not identified and described in Attachment J-A.

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SECTION C – DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1 SCOPE OF WORK (MAY 2014)

The Contractor shall furnish all management, supervision, labor, transportation, facilities, materials, tools, disposal, coordination of subcontractors, documentation, and equipment (except any property including utilities as may be specified in the Schedule to be Government-Furnished) and perform all work for the Task(s) named below, and as defined in the Technical Documentation listed below entitled "Contract Drawings, Maps and Specifications," and in accordance with the terms and conditions of this Contract, and within the performance schedule set forth in FAR clause 52.211-10 entitled "Commencement, Prosecution, and Completion of Work."

Line Item	Description
0001	Task 1 – Revitalize KSC Water & Wastewater Systems Phase 4a - NASA Causeway
0002	Additive 1 – Removal of Asbestos Cement Pipe

C.2 CONTRACT DRAWINGS, MAPS, SPECIFICATIONS, AND/OR STATEMENTS OF WORK (MAY 2014)

(a) Five sets of full scale contract drawings, maps, specifications, and/or statements of work (excluding applicable publications incorporated into the technical provisions by reference), plus one CD or DVD containing electronic, portable document format (PDF) versions, will be furnished at award to the Contractor without charge. The work shall conform to the following contract drawings, maps, specifications, and/or statements of work, attached hereto and made a part hereof:

Specification 79K39846, titled "Revitalize KSC Water/Wastewater Systems Phase 4A - NASA Causeway", dated April 23, 2014, pages 1 through 218

Drawing/Map 79K39845, titled "Revitalize Water & Wastewater Systems Phase 4A - NASA Causeway", dated April 23, 2014, sheets 1 through 22

(b) Addenda to Specifications, Drawings, Maps, and/or Statements of Work:

Specification 79K39846 is revised to include the following description for Additive 1:

1. Contractor to properly dispose of existing 16" asbestos cement pipe in lieu of capping on sheet C2 and C11.
2. Contractor will not remove existing 16" asbestos cement pipe at river crossing and will cap 100' feet from edge of river utilizing cap detail on C13.
3. Performance Period is included in base contract performance period.

(c) "Or Equal" Items

Throughout the Technical Specifications and on the drawings of this contract, where certain

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SECTION C – DESCRIPTION/SPECIFICATION/WORK STATEMENT

manufacturers' trade names and model numbers are specified and followed by the term "or equal," the manufacturer's name and data as specified shall represent the minimum standard type, quality, and capacity acceptable for incorporation into the work covered by this contract. The products of other manufacturers will be considered as being acceptable, provided that such products fully meet or exceed all minimum structural or use and operational features of the particular manufacturers' items as specified, and provided that the other manufacturers' items is easily interchangeable and can be adequately incorporated within the allocated space in the building or structure. In all cases, the acceptability of "or equal" items shall be at the Contracting Officer's discretion, based upon approval data submitted by the Contractor in accordance with the requirements under Shop Drawings herein.

(d) Omissions from the drawings or specifications, or the omission or misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.

(e) The Contractor shall check all drawings furnished him immediately upon their receipt and shall promptly notify the Contracting Officer of any discrepancies. Figures marked on drawings shall in general be followed in preference to scale measurements. Large scale drawings shall in general govern small scale drawings. The Contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors which might have been avoided thereby.

C. 3 REQUEST FOR INFORMATION/CLARIFICATION (RFIC) (MAY 2014)

The Contractor shall promptly report to the Contracting Officer all problems or conflicting technical information encountered during the contract performance so that the Government may provide solutions or appropriate direction. Such problems shall be reported on KSC Form No. 8-268, "Request for Information/Clarification," to be provided by the Government. A copy of each RFIC will be provided to the Contracting Officer's Representative (COR) concurrently with the transmittal to the Contracting Officer. The Contractor shall log and control each Request for Information/Clarification (RFIC), including those generated by subcontractors.

C. 4 DEVIATIONS AND WAIVERS (MAY 2014)

- (a) When the Contractor proposes to perform work which does not conform to the requirements of the applicable contract drawings and specifications, the Contractor shall submit to the Contracting Officer for approval, a written request for deviation or request for waiver on the nonconforming work.
- (b) All requests by the Contractor shall be submitted on KSC Form 8-69 (Contractor Request to Use Nonconforming Parts or Material) fully executed including an offer of consideration to the Government. The request must be technically supported by justification, rationale, design considerations, calculations and other data which permits ready and conclusive evaluation by the Government as to acceptability or nonacceptability.

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SECTION C – DESCRIPTION/SPECIFICATION/WORK STATEMENT

- (c) Where a requested deviation or waiver on a particular aspect of the work has a relation to, or affects, other aspects of the work, those other aspects of the work shall be clearly identified and referenced. And, if the requested deviation or waiver necessitates a deviation or waiver on other aspects, requests for all such deviations and waivers must be submitted concurrently.
- (d) Any request not submitted in strict accordance with this provision will not be considered.

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SECTION D – PACKAGING AND MARKING

NOT APPLICABLE TO THIS SOLICITATION/CONTRACT

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SECTION E - INSPECTION AND ACCEPTANCE

E. 1 LISTING OF FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES INCORPORATED BY REFERENCE

FAR 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

E. 2 NASA FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 18) CLAUSES INCORPORATED BY REFERENCE

NFS 1852.246-72 MATERIAL INSPECTION AND RECEIVING REPORT (AUG 2003)

Fill in: (a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in three copies, an original and two copies.

E. 3 BASIC INSPECTION SYSTEM (MAY 2014)

Pursuant to FAR Clause 52.246-12, entitled "Inspection of Construction," the Contractor shall maintain and implement a basic inspection system as identified below:

(a) Definitions:

"Inspection" means examining and testing supplies or services (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether they conform to contract requirements.

"Testing" means that element of inspection that determines the properties or elements, including functional operation of supplies or their components, by the application of established scientific principles and procedures.

"Independent Testing Laboratory" means an independent organization, accepted by the Contracting Officer, engaged to perform specific inspections or tests of the work, either at the site or elsewhere, and report the results of these inspections or tests.

- (b) The inspection system shall be documented to ensure and provide objective evidence of quality control in the form of records of inspections and test results. The system shall also ensure that nonconforming articles or materials are discovered, documented, and controlled through effective remedial and preventive actions.

The Contractor may use, at his option, in whole or in part, his existing higher level inspection system or quality assurance program provided such system is revised and identified to the requirements below.

- (c) The Contractor shall provide a narrative description of an inspection system which provides for compliance with the quality requirements and technical criteria of the

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SECTION E - INSPECTION AND ACCEPTANCE

contract.

- (1) The description shall be submitted for review by the Contracting Officer not later than 7 days after contract award.
 - (2) The description shall address each of the Basic Inspection System Requirements identified in paragraph (d) below. This submittal shall address both the general inspection system that will be used during the performance of all work under the contract, including but not limited to those items identified under paragraphs d(1), d(2)(iv), d(2)(v), and d(2)(vi) below.
- (d) Basic Inspection System Requirements: The Contractor shall describe how each of the following requirements is to be satisfied and what records will be maintained, both on-site and offsite.
- (1) The Contractor shall identify the individual responsible for on-site contact and communication relative to implementation and operation of the inspection system. The name of this individual shall be provided, in writing, to the Contracting Officer's Representative (COR).
 - (2) Standard requirements:
 - (i) A purchasing control system which ensures that all purchasing documents, including those of subcontractors and suppliers, are traceable to the drawings, specifications, and approved submittal requirements.
 - (ii) A receiving inspection system with documented evidence of Contractor inspection traceable to the procurement documents.
 - (iii) A system of controls and records for handling, recording, identification and disposition of nonconforming articles and materials.
 - (iv) A system of identification of inspections required by each specific section of the specifications and drawings and what records will be maintained.
 - (v) Identification of tests to be performed, including test procedures, test records, and the independent testing organization(s) be utilized.
 - (vi) Additional requirements (if included in the drawings, specifications, or contract provisions):
 - (A) Certification or recertification of personnel and qualification of procedures.

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SECTION E - INSPECTION AND ACCEPTANCE

- (B) Management and accountability of Government furnished equipment, components, or materials.
- (C) Calibration of inspection test gages, tools, measuring instruments, and independent laboratories to be utilized.

E. 4 FINAL INSPECTION AND ACCEPTANCE (MAY 2014)

Final inspection and acceptance of all work under this contract will be conducted by the Contracting Officer's Representative (COR). Upon satisfactory completion of the contract, the Contractor shall be paid the fixed-price value of the contract, less the amount of any progress payments made under FAR Clause 52.232.5, Payments Under Fixed-Price Construction Contracts.

NOTE: The contractor shall include a line item in the schedule of values and progress schedule for completion of punch-list items, site clean-up, demobilization and final construction (as-built) drawings. The amount of this line item shall be equal to 10% of the contract value or \$100,000, whichever is less. The Government will not pay final invoices for this amount until all punch-list, site clean-up, and demobilization activities are complete; final construction drawings are delivered; and final acceptance is made on DD Form 250, Material Inspection and Receiving Report.

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SECTION F – DELIVERIES OR PERFORMANCE

F. 1 LISTING OF FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES INCORPORATED BY REFERENCE

FAR 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

Fill ins:

- (a) The Contractor shall be required to (a) commence work under this contract within **five (5) calendar days** after the date the Contractor receives the notice to proceed.
- (b) complete the entire work ready for use not later than **270 calendar days** after the date the contractor receives the notice to proceed for the Base Bid. See table below:

Contract Line Item	Time Stated for Completion
TASK 1 (BASE BID)	270 Calendar days after Notice to Proceed for the Base Bid is issued
ADDITIVE 1	Additive 1 period of performance falls within the period of performance of the base bid (270 days).

FAR 52.242-14 SUSPENSION OF WORK (APR 1984)

F. 2 KSC 52.211-92 WORK PERIOD (MAR 2002)

Contractor's work day will be limited to first shift **7:00 A.M.** to **3:30 P.M.**, on Monday through Friday only. Any other work period will require special/ written approval from the Contracting Officer seven (7) days in advance of proposed change in work periods.

F. 3 PLACE OF PERFORMANCE (MAY 2014)

This is a firm-fixed price construction contract for Revitalize KSC Water & Wastewater Systems Phase 4A - NASA Causeway, Kennedy Space Center, FL.

F. 4 DOWNTIME AND EXCAVATION HOLDS (MAY 2014)

For the purposes of this contract, the Contractor shall allow in his bid for a maximum of **25 days** during which all construction activities will be prohibited. In addition the Contractor shall allow for a maximum of **15 days** during which all excavation and other subsurface activities will be prohibited but other construction activities will be allowed. The Government will provide twenty-four hour notice each time these restrictions are invoked.

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SECTION F – DELIVERIES OR PERFORMANCE

F. 5 RESTRICTED NOTICE TO PROCEED (RNTP) PENDING RECEIPT OF REQUIRED PERMITS (MAY 2014)

- (a) No on-site work will be allowed until required permits are issued by the appropriate State and Federal issuing agencies. The Kennedy Space Center has filed an application for Water permit(s). If such permit(s) have not been issued prior to contract award, the Government may issue a Restricted Notice to Proceed (RNTP). The RNTP will authorize the Contractor to proceed with all non-site work activities.
- (b) Restricted Notice to Proceed (RNTP) will be issued pending receipt of **Water Permits**. Unrestricted NTP will be issued within **30** days of RNTP. The performance period specified in the contract document shall run from the date of issuance of the Unrestricted NTP.

F. 6 OPERATIONAL WORK AREA ACCESS CONSTRAINTS (MAY 2014)

(a) DEFINITIONS:

Work Window: A block of time, established by the Government, during which it is anticipated that scheduled launch or payload processing operations will permit on-site construction. The Contractor is responsible for completing construction tasks, including punch list items, within established work windows.

Downtime: A period of time within a work window when the Government must temporarily deny the Contractor access to the work site. The Contractor will be notified of downtime days in accordance with **Article F.4**. Downtime days will be assessed when (1) a work window is active, and (2) the Government requires the Contractor to temporarily vacate the work site.

Days: Any reference to “days” shall be construed to mean calendar days.

(b) CONSTRAINTS:

- (1) For work in the vicinity of the NASA Causeway Launch Viewing Stands, the construction contractor will not be able to work the day prior to launch day and the day of the launch unless approval to work is granted by the Government.
- (2) Staging of equipment and materials in the vicinity of the NASA Causeway Launch Viewing Stands is not allowed unless approval is granted by the Government.

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SECTION G – CONTRACT ADMINISTRATION DATA

G. 1 NASA FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 18) CLAUSES INCORPORATED BY REFERENCE

NFS 1852.242-70 TECHNICAL DIRECTION (SEP 1993)

NFS 1852.245-71 INSTALLATION – ACCOUNTABLE GOVERNMENT PROPERTY (JAN 2011)

Fill-In (c)(1): “None”.

Fill-In (c)(3): “Not applicable”

Fill-In (c)(7): “None”

NFS 1852.245-75 PROPERTY MANAGEMENT CHANGES (JAN 2011)

NFS 1852.245-82 OCCUPANCY MANAGEMENT REQUIREMENTS (JAN 2011)

NFS 1852.245-83 REAL PROPERTY MANAGEMENT REQUIREMENTS (JAN 2011)

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SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 NASA FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 18) CLAUSES INCORPORATED BY REFERENCE

NFS 1852.223-70	SAFETY AND HEALTH (APR 2002)
NFS 1852.223-75	MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)
NFS 1852.225-70	EXPORT LICENSES (FEB 2000)
	Fill-in: NASA's Kennedy Space Center
NFS 1852.242-72	OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992)
NFS 1852.247-71	PROTECTION OF THE FLORIDA MANATEE (MAR 1989)

H.2 KSC 52.223-121 REPORTING OF INCIDENTS INVOLVING WORKPLACE VIOLENCE (JUL 2008)

The contractor shall conduct training on and develop procedures for recognizing, managing and responding to incidents and threats of workplace violence as defined in NASA Policy Directive (NPD) 1600.3. Contractors shall also promptly report all incidents involving workplace violence to the Protective Services Office. If the NASA Workplace Violence Prevention and Response (WVPR) Team Chair and Co Chair determine it is appropriate for the contractor to participate in a WVPR Team meeting, the contractor shall comply with the WVPR Team request. The contractor is also responsible for reporting disposition of the incident reported to the NASA WVPR Team.

This requirement shall flow down to the subcontractors, however the subcontractors shall report up through the prime contractor.

(End of clause)

H.3 KSC 52.242-90 CONTROLS APPLICABLE TO CONTRACTORS' ACTIVITIES (SEP 2012)

The Contractor shall comply with the publications below, and subsequent revision thereof, that the Contracting Officer has indicated as being incorporated in this contract by reference. These publications prescribe regulatory and procedural criteria which are applicable to this contract. The contractor shall promptly take corrective action upon notice of noncompliance from the Contracting Officer or his/her authorized representative(s) with any provision of the publications listed below.

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SECTION H – SPECIAL CONTRACT REQUIREMENTS

The following compliance documents may be found at:

<http://tdglobal.ksc.nasa.gov/ReferencedDocuments/>

Publication	Title
KNPR 8715.2	Comprehensive Emergency Management Plan
KNPR 1600.1	KSC Security Procedural Requirements
KNPR 8500.1	KSC Environmental Requirements
KNPR 8715.3-1	KSC Safety Procedural Requirements Volume 1, Safety Procedural Requirements for Civil Servants/NASA Contractors

<i>Check if Applicable</i>	Publication	Title
X	KNPD 1810.1	KSC Occupational Medicine Program
X	KNPR 1860.1	KSC Ionizing Radiation Protection Program
X	KNPR 1860.2	KSC Nonionizing Radiation Protection Program
X	KNPR 1820.3	KSC Hearing Loss Prevention Program
X	KNPR 1820.4	KSC Respiratory Protection Program
X	KNPR 1840.19	KSC Industrial Hygiene Programs
	45SWI40-201	45th Space Wing Instruction 40-201 Radiation Protection Program
	KNPD 1800.2	KSC Hazard Communication Program
	KNPR 1870.1	KSC Sanitation Program
	KNPR 2570.1	KSC Radio Frequency Spectrum Management Procedural Requirements
	KNPR 4000.1	Supply and Equipment System Manual
X	KNPR 6000.1	Transportation Support System
X	KNPR 8715.7	KSC Construction Contractor Safety and Health Practices Procedural Requirements
X	KNPR 8830.1	Facilities and Real Property Management Procedural Requirements

H.4 KSC 52.242-93 CONTRACTOR WORKFORCE REPORT – ONSITE CONTRACTORS AND SUBCONTRACTORS (OCT 2006)

The Contractor shall submit, on a quarterly basis, a manpower report delineating information about its workforce. The report shall include: the contract number, the contractor's total on-site workforce, total on-site union represented employees by bargaining unit; total on-site non-union

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SECTION H – SPECIAL CONTRACT REQUIREMENTS

represented employees, and total off-site workforce performing on the contract. The Contractor shall provide this information no later than 10 days after the close of each reporting period which end March 31st, June 30th, September 30th, and December 31st. The report shall be submitted to the Contracting Officer with copies to Workforce Planning and Analysis Office, (Code BA-D) and Industrial Labor Relations Office (Code OP).

(End of clause)

H.5 SAFETY AND HEALTH (MAY 2014)

Pursuant to NFS 1852.223-70, Safety and Health:

- (a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. NASA's safety priority is to protect: the public, astronauts and pilots, the NASA workforce (including contractor employees working on NASA contracts), and high-value equipment and property.
- (b) The Contractor shall take all reasonable safety and occupational health measures in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.
- (c) Kennedy Space Center Voluntary Protection Program (VPP)

Kennedy Space Center has implemented a comprehensive safety and health management system, and has demonstrated its commitment to providing and maintaining a safe workplace by successfully completing a rigorous evaluation process to achieve recognition by the Occupational Health and Safety Administration (OSHA) as a "Voluntary Protection Program (VPP) Star Worksite." The VPP program promotes effective worksite-based safety and health, encourages employers and employees to reduce the number of occupational safety and health hazards at their places of employment, establishes cooperative relationships between management, labor, and OSHA, and serves to augment limited OSHA resources.

- (d) Reporting Procedures for Close Calls and Mishaps

(Also reference NFS 1852.223-70, Safety and Health)

The contractor shall submit a NASA Direct Construction Contractor Mishap Report Form (KDP-F-3645) to the Contracting Officer to document close calls or mishaps and associated corrective actions. In addition, the Contracting Officer will issue a "Notice of Violation" to document safety violations under this contract. The Contractor shall use the form provided to communicate actions taken to correct or

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SECTION H – SPECIAL CONTRACT REQUIREMENTS

mitigate safety/health non-conformance at the job-site, as well as any corrective actions taken to prevent recurrence. This report must be posted on the job site until all corrective actions have been completed.

In the event the non-compliance poses imminent danger, the Contracting Officer may invoke the stop-work order clause in this contract until such time as the immediate hazard has been mitigated. If the Contractor fails or refuses to institute prompt corrective action, the Contracting Officer may invoke the stop-work order clause or any other remedy available to the Government in the event of such failure or refusal.

The Contractor (or subcontractor or supplier) shall insert the “Reporting Procedures for Close Calls and Mishaps” section of this clause, including this paragraph and any applicable Schedule provisions and clauses, with appropriate changes of designations of the parties, in all solicitations and subcontracts of every tier, when the work will be conducted completely or partly on premises owned or controlled by the Government.

H.6 SPECIAL ENCLAVE STATUS FOR KENNEDY SPACE CENTER (JUL 2014)

The Kennedy Space Center (KSC) is part of a *special enclave* within Brevard County which includes the geographic area consisting of KSC, Cape Canaveral Air Force Station, and Patrick Air Force Base, as specified in the attached wage determination. The Department of Labor (DOL) designated KSC as a part of this special enclave in the 1960’s during construction of the launch complex. The labor classifications and prevailing wages differ significantly from those contained in wage determinations for the surrounding areas; and, the process of determining the proper labor classifications for work to be performed may differ significantly from that in a non-enclave environment. Offerors should contact the DOL for instructions concerning selection of proper labor classifications for all KSC construction projects within this special enclave. The DOL local office phone numbers are (321) 242-1851/office and (321) 614-8823/mobile.

The selection of the proper labor classifications from the solicitation’s wage determination for the pricing of bids/proposals is the responsibility of the offeror in consultation with the DOL. Post award the contractor should continue to be aware of any potential impact KSC’s special enclave status might have during contract performance (e.g. contract modifications). It is incumbent upon the offeror to make potential subcontractors aware of KSC’s special enclave status and to instruct them to contact DOL for instructions for choosing the proper labor classifications. The Agency will not make any official determination as to the proper labor classifications for work described in this solicitation.

The successful offeror shall be solely responsible for the employment of workers with the proper skills and payment of them in accordance with FAR 52.222-6, Davis-Bacon Act, and the solicitation’s wage determination. The Agency will monitor contractor compliance in accordance with 29 CFR 5.5. Non-compliance will be reported to the DOL. DOL will determine compliance with the Act and decide on enforcement actions. Any disputes concerning labor standards requirements will be handled by the DOL in accordance with FAR 52.222-14, Disputes Concerning Labor Standards.

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I. 1 CLAUSES INCORPORATED BY REFERENCE (52.252-2) (FEB 1998)

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://prod.nais.nasa.gov/cgi-bin/nais/index.cgi>
<http://ec.msfc.nasa.gov/hq/library/v-reg.htm>.

**I. 2 LISTING OF FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
CLAUSES INCORPORATED BY REFERENCE**

<u>CLAUSE NO.</u>	<u>TITLE</u>
FAR 52.202-1	DEFINITIONS (JAN 2012)
FAR 52.203-3	GRATUITIES (APR 1984)
FAR 52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
FAR 52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
FAR 52.203-7	ANTI-KICKBACK PROCEDURES (OCT 2010)
FAR 52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
FAR 52.203-10	PRICE OR FEE ADJUSTMENTS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
FAR 52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
FAR 52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)
FAR 52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
FAR 52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013)
FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)
FAR 52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)
FAR 52.215-2	AUDIT AND RECORDS – NEGOTIATION (OCT 2010)

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- FAR 52.215-8 ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT (OCT 1997)**
- FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011)**
- FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (AUG 2011)**
- FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**
- FAR 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA – MODIFICATIONS (OCT 2010) (ALTERNATE III)(OCT 1997)**

Fill-In: (c) Submit the cost portion of the proposal via the following electronic media: submit via e-mail in MS Excel format

- FAR 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA – MODIFICATIONS (OCT 2010) (ALTERNATE IV)(OCT 2010)**

Fill-In: (b) Cost data (e.g., established catalog or market prices, vendor quotes, sales to governmental and non-governmental entities, etc) to the extent necessary for the Contracting Officer to determine a fair and reasonable price. All cost/pricing data shall be submitted in MS Excel format. Access to records necessary to permit an adequate evaluation of the proposed price shall be provided the Contracting Officer.

- FAR 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET- ASIDE (NOV 2011)**
- FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JUL 2013)**
- FAR 52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)**
- FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)**
- FAR 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)**
- FAR 52.222-3 CONVICT LABOR (JUN 2003)**
- FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION (JUL 2005)**
- FAR 52.222-6 DAVIS-BACON ACT (JUL 2005)**
- FAR 52.222-7 WITHHOLDING OF FUNDS (FEB 1988)**
- FAR 52.222-8 PAYROLLS AND BASIC RECORDS (JUN 2010)**
- FAR 52.222-9 APPRENTICES AND TRAINEES (JUL 2005)**

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FAR 52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)
FAR 52.222-11	SUBCONTRACTS (LABOR STANDARDS) (JUL 2005)
FAR 52.222-12	CONTRACT TERMINATION--DEBARMENT (FEB 1988)
FAR 52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)
FAR 52.222-14	DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)
FAR 52.222-15	CERTIFICATION OF ELIGIBILITY (FEB 1988)
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
FAR 52.222-26	EQUAL OPPORTUNITY (MAR 2007)
FAR 52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)
FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)
FAR 52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)
FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS (SEP 2010)
FAR 52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
FAR 52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
FAR 52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (SEP 2013)
FAR 52.222-99	ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS (JUN 2014) (DEVIATION)
FAR 52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)
FAR 52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)
FAR 52.223-6	DRUG-FREE WORKPLACE (MAY 2001)
FAR 52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)
FAR 52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)
FAR 52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

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- FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)**
- FAR 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)**
- FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)**
- FAR 52.227-4 PATENT INDEMNITY - CONSTRUCTION CONTRACTS (DEC 2007)**
- FAR 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)**
- FAR 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)**
- FAR 52.228-11 PLEDGES OF ASSETS (JAN 2012)**
- FAR 52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (OCT 1995)**
- FAR 52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)**
- FAR 52.228-15 PERFORMANCE AND PAYMENT BONDS – CONSTRUCTION (OCT 2010)**
- FAR 52.229-3 FEDERAL, STATE AND LOCAL TAXES (FEB 2013)**
- FAR 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002)**
- FAR 52.232-17 INTEREST (OCT 2010)**
- FAR 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)**
- FAR 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JUL 2013)**

Submit Invoices To:	
1 - Original	NASA Shared Services Center (NSSC) Financial Management Division (FMD) – Accounts Payable Bldg 1111, C. Road Stennis Space Center, MS 39529 FAX: 866-209-5415 Email: NSSC-AccountsPayable@nasa.gov
1 - Copy	NASA John F. Kennedy Space Center Procurement Office, Code OP-ES-B Kennedy Space Center, FL 32899

- FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (JUL 2013)**

Any questions related to payment via Electronic Funds Transfer (EFT) should be directed to:

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Designated Paying Office
NASA Shared Services Center (NSSC)
Financial Management Division (FMD) - Accounts Payable
Bldg 1111, C. Road
Stennis Space Center, MS 39529
Email: NSSC-AccountsPayable@nasa.gov
Fax: 866-209-5415

FAR 52.233-1	DISPUTES (JUL 2002)
FAR 52.233-1	DISPUTES (JUL 2002) (ALTERNATE 1)(DEC 1991)
FAR 52.233-3	PROTEST AFTER AWARD (AUG 1996)
FAR 52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIMS (OCT 2004)
FAR 52.236-2	DIFFERING SITE CONDITIONS (APR 1984)
FAR 52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
FAR 52.236-5	MATERIAL AND WORKMANSHIP (APR 1984)
FAR 52.236-6	SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
FAR 52.236-7	PERMITS AND RESPONSIBILITIES (NOV 1991)
FAR 52.236-8	OTHER CONTRACTS (APR 1984)
FAR 52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
FAR 52.236-10	OPERATIONS AND STORAGE AREAS (APR 1984)
FAR 52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
FAR 52.236-12	CLEANING UP (APR 1984)
FAR 52.236-13	ACCIDENT PREVENTION (NOV 1991) (ALTERNATE 1) (NOV 1991)
FAR 52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
FAR 52.236-17	LAYOUT OF WORK (APR 1984)
FAR 52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) ALTERNATE I (APR 1984)
FAR 52.236-26	PRECONSTRUCTION CONFERENCE (FEB 1995)
FAR 52.242-13	BANKRUPTCY (JUL 1995)
FAR 52.243-4	CHANGES (JUN 2007)
FAR 52.243-6	CHANGE ORDER ACCOUNTING (APR 1984)
FAR 52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2013)
FAR 52.246-21	WARRANTY OF CONSTRUCTION (MAR 1994)
FAR 52.248-3	VALUE ENGINEERING – CONSTRUCTION (OCT 2010)

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- FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) - ALTERNATE I (SEP 1996)**
FAR 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
FAR 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

I. 3 NASA FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 18) CLAUSES INCORPORATED BY REFERENCE

- NFS 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JAN 2011)**
- NFS 1852.209-72 COMPOSITION OF THE CONTRACTOR (DEC 1988)**
- NFS 1852.215-84 OMBUDSMAN (NOV 2011)**
- NFS 1852.219-74 USE OF RURAL AREA SMALL BUSINESSES (SEP 1990)**
- NFS 1852.219-76 NASA 8 PERCENT GOAL (JUL 1997)**
- NFS 1852.228-75 MINIMUM INSURANCE COVERAGE (OCT 1988)**
- NFS 1852.236-73 HURRICANE PLAN (DEC 1988)**
- NFS 1852.237-70 EMERGENCY EVACUATION PROCEDURES (DEC 1988)**
- NFS 1852.237-72 ACCESS TO SENSITIVE INFORMATION (JUN 2005)**
- NFS 1852.237-73 RELEASE OF SENSITIVE INFORMATION (JUN 2005)**
- NFS 1852.243-70 ENGINEERING CHANGE PROPOSALS (OCT 2001)**
- NFS 1852.243-71 SHARED SAVINGS (MAR 1997)**

I.4 FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008) ALTERNATE I (MAY 2008)

(a) *Definitions.* As used in this clause—

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”

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“Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

- (b) The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)):

CERTIFICATION

I, _____ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated items met the applicable contract specifications or other contractual requirements.

[Signature of the Officer or Employee]

[Typed Name of the Officer or Employee]

[Title]

[Name of Company, Firm, or Organization]

[Date]

(END OF CERTIFICATION)

- (c) The Contractor, on completion of this contract, shall—

- (1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and
- (2) Submit this estimate to the Contracting Officer.

(End of clause)

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I.5 FAR 52.225-9 BUY AMERICAN ACT-CONSTRUCTION MATERIALS (SEP 2010)

(a) *Definitions.* As used in this clause--

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply (including construction material) that is—

- (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means--

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Domestic construction material” means—

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- (1) An unmanufactured construction material mined or produced in the United States;
- (2) A construction material manufactured in the United States, if—
 - (i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or
 - (ii) The construction material is a COTS item.

“Foreign construction material” means a construction material other than a domestic construction material.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

- (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.
- (2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows: **None**
- (3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that
 - (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
 - (ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or
 - (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

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- (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--
 - (A) A description of the foreign and domestic construction materials;
 - (B) Unit of measure;
 - (C) Quantity;
 - (D) Price;
 - (E) Time of delivery or availability;
 - (F) Location of the construction project;
 - (G) Name and address of the proposed supplier; and
 - (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
 - (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
 - (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
 - (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
- (2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.
- (3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

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- (d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) *
<i>Item 1</i>			
Foreign construction material			
Domestic construction material			
<i>Item 2</i>			
Foreign construction material			
Domestic construction material			

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

*[*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]*

(End of clause)

**I.6 FAR 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL
BUSINESS SUBCONTRACTORS (AUG 2012)
(DEVIATION)**

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act

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I. 7 FAR 52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

- (a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by benchmarks for vertical control, elevations, and dimensions from existing features. The Contractor shall be responsible for any surveys, augers, borings, core borings, test pits, probings, or other investigations necessary or incidental to performance of the work.

- (b) Weather conditions: The climate of the Cape Canaveral-Kennedy Space Center, Florida area is subtropical with short, mild winters and hot, humid summers. Summer extends from the middle of May to the middle of October with the highest mean temperatures in July and August and the extreme highest temperatures in June. Area thunderstorms occurring during the summer months can be violent with cloud to ground lightning, heavy rain and strong gusty winds. The hurricane season begins in June and ends in December with the highest frequency in August, September, and October. Winter temperatures range from the probability of an 80 degree high during each month to at least one occasion (per winter) of below freezing conditions. Mean average maximum-minimum temperatures and mean average rainfall is 78.6 degrees – 64.0 degrees and 48.53 inches for Cape Canaveral and 79.4 degrees – 65.4 degrees and 53.21 inches for Kennedy Space Center. Detailed climatological data may be obtained from the Patrick Air Force Base Weather Services, 321-853-8485, Patrick Air Force Base, Florida.

- (c) Transportation facilities:
 - (1) ROAD: The Cape Canaveral-Kennedy Space Center area is accessible via Florida State Highways 3, 401, 405, 520, and 528 and U.S. Highways 1 and A1A. Perimeter gates to Kennedy Space Center and Cape Canaveral Air Force Station are located at Highway 401 (Gate 1), South Highway 3 (Gate 2), Highway 405 (Gate 3), and North Highway 3 (Gate 4). All gates are normally operational during first shift hours. Off shift hours may vary, and additional schedule or access limitations will be in place during critical launch processing operations.

 - (2) RAIL: Government trackage connects with the Florida East Coast Railway Company (FEC) at Jay-Jay, Florida, approximately 3 miles north of Titusville,

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Florida. Shipping destination should be shown as “Titusville, Florida for Kennedy Space Center, Florida.” NASA locomotives move cars between Jay-Jay and various locations on Kennedy Space Center. Side and end ramps are available in the KSC Industrial Area.

- (3) WATER (OCEAN): United States Air Force and Navy and commercial dock facilities are available at Port Canaveral, Florida.
- (4) WATER (OTHER): The Kennedy Space Center Vehicle Assembly Building (VAB) Marine Terminal and Cape Canaveral Air Force Station barge facilities are accessible via the inland waterway through the Banana River.
- (5) AIR (COMMERCIAL): Facilities serving the area are located at Melbourne (approximately 42 miles) and Orlando (approximately 55 miles) Florida. Pickup and delivery of air shipments is available.

Detailed information on availability and limitation of facilities, shipping and billing may be obtained from the Supply, Equipment, Transportation and Center Support Branch, Code TA-E1, John F. Kennedy Space Center, NASA, Kennedy Space Center, Florida 32899.

(d) Other: **None**

(End of clause)

I. 8 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.
- (b) The use in this solicitation or contract of any NASA Federal Acquisition Regulation (48 CFR Chapter 18) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of clause)

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**I. 9 NFS 1852.225-71 RESTRICTION ON FUNDING ACTIVITY WITH CHINA
(FEB 2012)**

- (a) Definition - “China” or “Chinese-owned company” means the People’s Republic of China, any company owned by the People’s Republic of China or any company incorporated under the laws of the People’s Republic of China.
- (b) Public Laws 112-10, Section 1340(a) and 112-55, Section 539, restrict NASA from contracting to participate, collaborate, coordinate bilaterally in any way with China or a Chinese-owned company using funds appropriated on or after April 25, 2011. Contracts for commercial and non developmental items are exempted from the prohibition because they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.
- (c) This contract may use restricted funding that was appropriated on or after April 25, 2011. The contractor shall not contract with China or Chinese-owned companies for any effort related to this contract except for acquisition of commercial and non-developmental items. If the contractor anticipates making an award to China or Chinese-owned companies, the contractor must contact the contracting officer to determine if funding on this contract can be used for that purpose.
- (d) Subcontracts - The contractor shall include the substance of this clause in all subcontracts made hereunder.

(End of clause)

I. 10 KSC 52.204-96 SECURITY CONTROLS FOR KSC AND CCAFS (APR 2010)

A. Identification of Employees

1. Badging

- i. Kennedy Space Center (KSC) badging is mandatory for all Contractor personnel who require access to KSC and National Aeronautics and Space Administration (NASA) facilities located on Cape Canaveral Air Force Station (CCAFS). Badging Requirements are in accordance with KNPR 1600.1, KSC Security Procedural Requirements, located at this public website: <http://tdgglobal.ksc.nasa.gov/ReferencedDocuments/>. Badges must be obtained before personnel may access the work site and the contractor is responsible for submitting complete, accurate, and timely security investigation and badge request information. The government is not liable for any project delays resulting from the contractor’s failure to provide required information or the contractor’s inability to achieve favorable investigative results.
- ii. Prior to performance, the contractor shall submit the following information to the Contracting Officer, who will certify and pass the information to the KSC Badging Office.
 - a. Contract number and location of work site(s);
 - b. Contract commencement and completion dates;

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- c. Status as prime or subcontractor; and,
- d. Name of the contractor designated security/badging official.
- e. A KSC Form 28-1222V2, (KSC Visitor Badge Request) and/or KSC Form 28-889 (KSC Visitor Badge/Multiple) for all employees requiring access to KSC or CCAFS.

Note: This is the minimum paperwork required for issuance of identification badges.

- iii. Security forms for employee investigations under this clause (Paragraph 2) shall be submitted by the contractor as soon as possible but in no case more than thirty days from initial badging.
- iv. During performance of this contract, issued badges shall be worn by contractor employees and prominently displayed above the waist at all times while on KSC or CCAFS property, unless an exception is granted for safety considerations. Upon termination of an employee, or completion/termination of the contract, the contractor shall immediately return such employee's identification and area permit badge(s) to the KSC Badging Office. NASA identification badges are the property of NASA and the Government reserves the right to invalidate/confiscate such badges at any time.
- v. Contractor security/badging officials shall ensure that badges are authorized for official purposes only and in accordance with the requirements of this clause and referenced directives. Abuse or misuse of badging authority may result in a loss of this authority. Employees that fail to comply with NASA regulations may be denied access to KSC.

2. Investigations

- i. All persons requiring ongoing access to Federal facilities, to include KSC and CCAFS, are required to complete security forms and submit to a Government investigation. Exceptions may be made for short term visitors (15 days or less). Persons needing access for a period greater than 180 days will require an investigation as described in paragraph 2ii below. Contractors should note that the 180 day period is for an individual's aggregate access across all contracts. If you believe your employee will require ongoing access (current contract and follow on projects) to KSC and/or require unescorted access to facilities under the KSC Area Permit System, you should submit the employee for the investigation described in paragraph A2ii below at the time of initial badging.
- ii. All persons requiring ongoing access to NASA installations are required to have a favorably completed National Agency Check with Written Inquiries (NACI). The following forms must be submitted to the Contracting Officer's Technical Representative (COTR), or the COTR's designee:
 - a. FD Form 258, Fingerprint Card (Electronic submission at KSC Badging Office)
 - b. Standard Form 85, Questionnaire for Non-Sensitive Positions;

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- c. Optional Form 306, Declaration for Federal Position Employment; and,
- d. Three (3) copies of KSC Form 20-87, Request for Investigation (Signed by COTR or COTR's designee)

B. Badging Restrictions/Categories

Access to Areas Requiring a KSC Area Permit. Access to certain areas on KSC and CCAFS requires the contractor to have a KSC Area Permit and contractors may be granted “escorted” or “unescorted” access to these areas in accordance with KNPR 1600.1. Unescorted access requires a favorable determination in accordance with the investigative requirements detailed in paragraph A2ii above as well as the completion of mandated safety training.

- i. The NASA Protective Services Office, or its designee, PSSO, will determine whether the person is eligible for unescorted access within 14 business days after the receipt of the properly completed forms.
- ii. One or more on-site training classes will be required for admittance to the controlled access areas. The total training will not exceed four hours. Contractors may schedule any required training for their employees by contacting the COTR or designee. The contractor shall maintain a record of employees receiving the training.

I. 11 KSC ON-SITE FACILITIES AND SERVICES (APR 2005)

(a) UTILITIES

- ☒ There are no utility services available in the work area. All utilities required for performance of the contract work shall be provided by the Contractor.

(b) FACILITIES

- ☒ There are no Government restroom facilities available for use by the Contractor's employees at the work site. The Contractor shall provide all sanitary facilities for the needs of Contractor personnel.

I. 12 LISTING OF KENNEDY SPACE CENTER REQUIREMENTS SUPPORTING CONTRACT SECTION I (MAY 2014)

The Kennedy Space Center requirements supporting Contract Section I are listed in Section J, Attachment J-B, KSC Project Specific Requirements.

I. 13 PERSONAL IDENTITY VERIFICATION CARD ISSUANCE PROCEDURES (MAY 2014)

The following procedures implement the Federal Information Processing Standards

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Publication (FIPS PUB) Number 201, Personal Identity Verification (PIV) of Federal Employees and Contractors (Reference FAR Clause 52.204-9, Personal Identity Verification of Contractor Personnel).

FIPS 201 Appendix A graphically displays the following procedure for the issuance of a PIV credential.

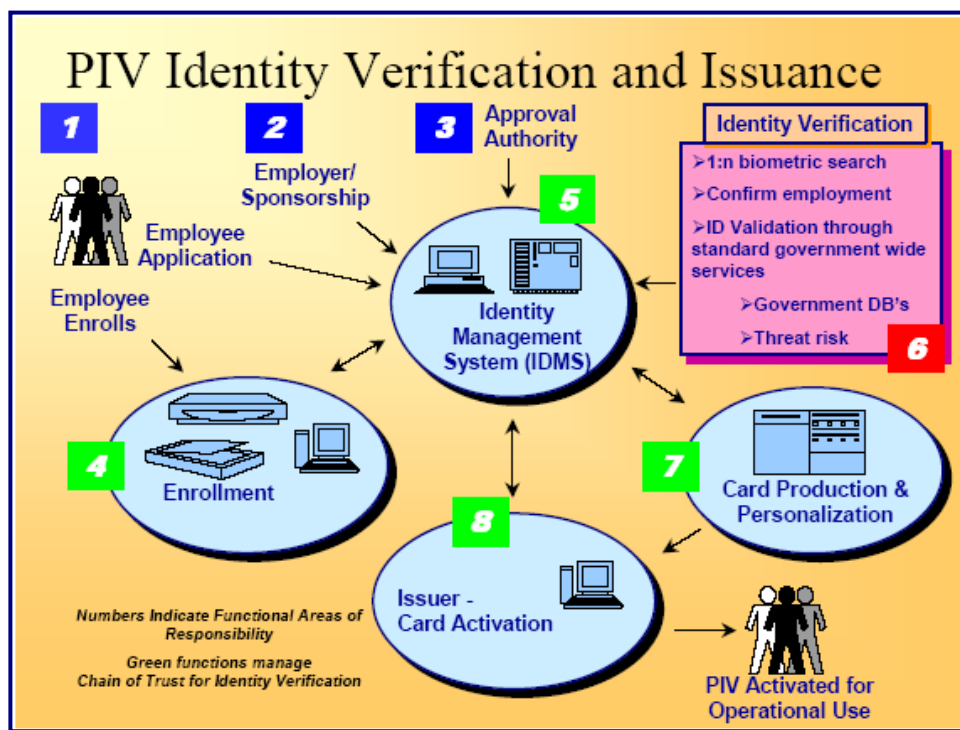


Figure A-1, FIPS 201, Appendix A

The following steps describe the procedures for the NASA Personal Identity Verification Card Issuance (PCI) of a PIV credential:

Step 1:

The Contractor's Corporate Security Officer (CSO), Program Manager (PM), or Facility Security Officer (FSO) submits a formal letter that provides a list of contract employees (applicant) names requesting access to the NASA Contracting Officer's Technical Representative (COTR). In the case of a foreign national applicant, approval through the NASA Foreign National Management System (NFMMS) must be obtained for the visit or assignment before any processing for a PIV credential can take place. Further, if the foreign national is not under a contract where a COTR has been officially designated, the foreign national will provide the information directly to their visit/assignment host, and the host sponsor will fulfill the duties of the COTR mentioned herein. In each case, the letter shall provide notification of the contract or foreign national employee's (hereafter the "applicant") full name (first, middle and last), social security number (SSN) or NASA Foreign National

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Management System Visitor Number if the foreign national does not have a SSN, and date of birth. If the contract employee has a current satisfactorily completed National Agency Check with Inquiries (NACI) or an equivalent or higher degree of background investigation, the letter shall indicate the type of investigation, the agency completing the investigation, and date the investigation was completed. Also, the letter must specify the risk/sensitivity level associated with the position in which each applicant will be working (NPR 1600.1, §4.5 is germane) Further, the letter shall also acknowledge that contract employees may be denied access to NASA information or information systems based on an unsatisfactory background investigation/adjudication.

After reviewing the letter for completeness and concurring with the risk/sensitivity levels, the COTR/host must forward the letter to the Center Chief of Security (CCS). The CCS shall review the OPM databases (e.g., DCII, PIP, et al.), and take appropriate steps to validate the applicant's investigation status. Requirements for a NACI or other investigation shall be initiated only if necessary.

Applicants who do not currently possess the required level of background investigation shall be directed to the e-QIP web site to complete the necessary background investigation forms online. The CCS shall provide to the COTR/host information and instructions on how to access the e-QIP for each contract or foreign national employee requiring access

Step 2:

Upon acceptance of the letter/background information, the applicant will be advised that in order to complete the investigative process, he or she must appear in-person before the authorized PIV registrar and submit two forms of identity source documents in original form. The identity source documents must come from the list of acceptable documents included in Form I-9, Employment Eligibility Verification, one which must be a Federalⁱ or State issued picture identification. Fingerprints will be taken at this time. The applicant must appear **no later than** the entry on duty date.

When the applicant appears, the registrar will electronically scan the submitted documents; any document that appears invalid will be rejected by the registrar. The registrar will capture electronically both a facial image and fingerprints of the applicant. The information submitted by the applicant will be used to create or update the applicant identity record in the Identity Management System (IDMS).

Step 3:

Upon the applicant's completion of the investigative document, the CCS reviews the information, and resolves discrepancies with the applicant as necessary. When the applicant

ⁱ A non-PIV government identification badge, including the NASA Photo Identification Badge, MAY NOT BE USED for the original issuance of a PIV vetted credential

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has appeared in person and completed fingerprints, the package is electronically submitted to initiate the NACI. The CCS includes a request for feedback on the NAC portion of the NACI at the time the request is submitted.

Step 4:

Prior to authorizing physical access of a contractor employee to a federally-controlled facility or access to a Federal information system, the CCS will a National Crime Information Center (NCIC) with an Interstate Identification Index check is/has been performed. In the case of a foreign national, a national check of the Bureau of Immigration and Customs Enforcement (BICE) database will be performed for each applicant. If this process yields negative information, the CCS will immediately notify the COTR/host of the determination regarding access made by the CCS.

Step 5:

Upon receipt of the completed NAC, the CCS will update IDMS from the NAC portion of the NACI and indicate the result of the suitability determination. If an unsatisfactory suitability determination is rendered, the COTR will advise the contractor that the employee is being denied physical access to all federally-controlled facilities and Federal information systems.

Based on a favorable NAC and NCIC/III or BICE check, the CCS will authorize the issuance of a PIV federal credential in the Physical Access Control System (PACS) database. The CCS, based on information provided by the COTR/host, will determine what physical access the applicant should be granted once the PIV issues the credential.

Step 6:

Using the information provided by the applicant during his or her in-person appearance, the PIV card production facility creates and instantiates the approved PIV card for the applicant with an activation date commensurate with the applicant's start date.

Step 7:

The applicant proceeds to the credential issuance facility to begin processing for receipt of his/her federal credential. The applicant provides to the credential issuing operator proof of identity with documentation that meets the requirements of FIPS 201 (DHS Employment Eligibility Verification (Form I-9) documents. These documents **must** be the same documents submitted for registration. The credential issuing operator will verify that the facial image, and optionally reference finger print, matches the enrollment data used to produce the card. Upon verification of identity, the operator will locate the employee's record in the PACS database, and modify the record to indicate the PIV card has been issued. The applicant will select a PIN for use with his or her new PIV card. Although root data is inaccessible to the operator, certain fields (hair color, eye color, et al.) may be modified to more accurately record the

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employee's information. The applicant proceeds to a kiosk or other workstation to complete activation of the PIV card using the initial PIN entered at card issuance.

**ALTERNATIVE FOR APPLICANTS WHO DO NOT HAVE A COMPLETED AND
ADJUDICATED NAC AT THE TIME OF ENTRANCE ON DUTY**

Steps 1 through 4 shall be accomplished for all applicants in accordance with the process described above. If the applicant is unable to appear in person until the time of entry on duty, or does not, for any other reason, have a completed and adjudicated NAC portion of the NACI at the time of entrance on duty, the following interim procedures shall apply.

1. If the documents required to submit the NACI have not been completed prior to EOD, the applicant will be instructed to complete all remaining requirements for submission of the investigation request. This includes presentation of I-9 documents and completion of fingerprints, if not already accomplished. If the applicant fails to complete these activities as prescribed in NPR 1600.1 (Chapters 3 & 4), it may be considered as failure to meet the conditions required for physical access to a federally-controlled facility or access to a Federal information system, and result in denial of such access.
2. Based on favorable results of the NCIC, the applicant shall be issued a temporary NASA identification card for a period not-to-exceed six months. If at the end of the six month period the NAC results have not been returned, the agency will at that time make a determination if an additional extension will be granted for the temporary identification card.
3. Upon return of the completed NAC, the process will continue from Step 5.

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SECTION J – LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS

A. The following documents are attached hereto and made a part of this contract:

Attachment	Title	Date	# Pages
J-A	Project Deliverables	Jun 2014	15
J-B	KSC Project Specific Requirements	Jun 2014	28
J-C	Department of Labor Wage Determination Number FL140001 07/04/2014	07/04/2014	7
J-D	Technical Specifications 79K39846, titled “Revitalize Water & Wastewater Systems, Phase 4A NASA Causeway”	4/23/2014	218
J-E	Drawings 79K39845, titled “Revitalize Water &Wastewater Systems Phase 4A – NASA Causeway”	4/23/2014	22
J-F	Safety and Occupational Health Plan	TBD	TBD
J-G	Site Specific Safety Plan	TBD	TBD
J-H	KSC Visitor Badge Request Form	N/A	1
J-I	Project Execution Plan for Horizontal Directional Drilling	TBD	TBD

B. Per FAR 15.204-1(b), Section K will be incorporated, by reference, as part of this contract.

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SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF
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K.1 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS
(JAN 2014)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is **237110, Water and Sewer Line and Related Structures Construction**.
- (2) The small business size standard is **\$36.5M**.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) (1) If the provision at [52.204-7](#), System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
- (1) If the provision at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- ☐ (i) Paragraph (d) applies.
- ☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
- (h) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
- (A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

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- (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](#), System for Award Management.
- (iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.
- (vi) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

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- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.
- (xii) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.
- (xiii) [52.222-38](#), Compliance with Veterans’ Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.
- (xvi) [52.225-2](#), Buy American Act Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).
- (xvii) [52.225-4](#), Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

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- (C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.
- (D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xviii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).
- (xix) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan— Certification. This provision applies to all solicitations.
- (xx) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.
- (xxi) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to—
- (A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and
- (B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.
- (2) The following certifications are applicable as indicated by the Contracting Officer:
- ___ (i) [52.219-22](#), Small Disadvantaged Business Status.
- ___ (A) Basic.
- ___ (B) Alternate I.
- ___ (ii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.
- ___ (iii) [52.222-48](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

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___ (iv) [52.222-52](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services–Certification.

X (v) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

___ (vi) [52.227-6](#), Royalty Information.

___ (A) Basic.

___(B) Alternate I.

___ (vii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

- (b) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

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K.2 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS
(JUL 2013)

(a) *Definitions.* As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
 - (i) In a criminal proceeding, a conviction.
 - (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

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- (iii) In an administrative proceeding, a finding of fault and liability that results in—
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
- (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
- (d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see [52.204-7](#)).

(End of provision)

K.3 NFS 1852.209-73 REPRESENTATION BY OFFERORS THAT THEY ARE NOT
THE ASSOCIATION of COMMUNITY ORGANIZATIONS for
REFORM NOW (ACORN) or a SUBSIDIARY of ACORN
(DEVIATION FEB 2012)

- (a) In accordance with section 534 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L.112-55) none of the funds made available by the Act may be distributed to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.
- (b) The offeror represents, by submission of its offer, that it is not the Association of Community Organizations for Reform Now (ACORN) or a subsidiary thereof.

(End of provision)

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K.4 NFS 1852.209-75 REPRESENTATION BY CORPORATIONS REGARDING AN
UNPAID DELINQUENT TAX LIABILITY OR A FELONY
CONVICTION UNDER ANY FEDERAL LAW (DEVIATION FEB
2012)

- a In accordance with sections 544 and 543 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L.112-55), none of the funds made available by that Act may be used to enter into a contract with any corporation that-
- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government; or
 - (2) Was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.
- b The offeror represents that –
- (1) It is ☐ is not ☐ a corporation that has had any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
 - (2) It is ☐ is not ☐ a corporation that was convicted, or had an officer or agent acting on behalf of the corporation convicted, of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

K.5 NFS 1852.225-72 RESTRICTION ON FUNDING ACTIVITY WITH CHINA –
REPRESENTATION (FEB 2012)

- (a) Definition - “China” or “Chinese-owned” means the People’s Republic of China, any company owned by the People’s Republic of China or any company incorporated under the laws of the People’s Republic of China.
- (b) Public Laws 112-10, Section 1340(a) and 112-55, Section 536, restrict NASA from contracting to participate, collaborate, or coordinate bilaterally in any way with China or a Chinese-owned

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company with funds appropriated on or after April 25, 2011. Contracts for commercial and non-developmental items are excepted from the prohibition as they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

- (c) Representation. By submission of its offer, the offeror represents that the offeror is not China or a Chinese-owned company.

(End of provision)

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

L. 1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

<http://www.ksc.nasa.gov/procurement/clause/>
<http://prod.nais.nasa.gov/cgi-bin/nais/index.cgi>
<http://ec.msfc.nasa.gov/hq/library/v-reg.htm>

(End of provision)

L.2 LISTING OF FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS INCORPORATED BY REFERENCE

PROVISION

TITLE

FAR 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

FAR 52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (JAN 2004)

FAR 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

Fill-In: (b) Minority participation goal: 10.7%
 Female participation goal: 6.9%

Fill-In: (e) Kennedy Space Center and Cape Canaveral Air Force Station, Brevard County, Florida

FAR 52.228-1 BID GUARANTEE (SEP 1996)

Fill-In: para (c) The amount of the bid guarantee shall be 20% of the bid price or \$3M, whichever is less.

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FAR 52.236-28 PREPARATION OF PROPOSALS – CONSTRUCTION (OCT 1997)

L.3 LISTING OF FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS INCORPORATED IN FULL TEXT

FAR 52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEMS DESCRIPTIONS, FPMR Part 101-29 (AUG 1998)

- (a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service
Specifications Section, Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978.

- (b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

(End of provision)

FAR 52.211-3 AVAILABILITY OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (JUN 1988)

The specifications cited in this solicitation may be obtained from:

- (a) KSC specifications and standards may be obtained at:

<https://standards.nasa.gov/documents/ksc>

- (b) NASA specifications are available at <https://standards.nasa.gov/>. This website requires Public Access registration (Logon Required).

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- (c) The Acquisition Streamlining and Standardization Information System (ASSIST) is a web based system for military and federal specifications and standards. Managed by the DoD Single Stock Point (DoDSSP), Philadelphia, ASSIST-Online provides public access to standardization documents over the Internet. These documents are available at <http://assist.daps.dla.mil>; or by submitting a request to the-

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094
Telephone (215) 697-2179
Facsimile (215) 697-1462

- (d) Other Government Standards, Specifications, and other Technical Documents incorporated by reference in this solicitation may be obtained from the Contracting Officer or, if applicable, <https://www.fbo.gov>.

The request should identify the solicitation number and the specification requested by date, title, and number, as cited in the solicitation.

- (e) Voluntary standards, such as industrial, manufacturing, independent laboratory, society, and institutional associations (non-Government organizations) codes, standards, specifications, and technical documents incorporated by reference in this solicitation must be obtained, at the bidder's expense, from the organization that develops, establishes and/or publishes those documents.

(End of provision)

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of provision)

**FAR 52.222-5 DAVIS BACON ACT-SECONDARY SITE OF THE WORK
(JUL 2005)**

- (a) (1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, of this solicitation.

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- (2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.
- (b)
 - (1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.
 - (2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of provision)

FAR 52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT – CONSTRUCTION MATERIALS (FEB 2009)

- (a) *Definitions.* “Commercially available off-the-shelf (COTS) item,” “construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American Act--Construction Materials” (Federal Acquisition Regulation (FAR) clause 52.225-9).
- (b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.
- (c) *Evaluation of offers.*
 - (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.
 - (2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable

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cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

- (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.
- (2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.
- (3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—
 - (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
 - (ii) May be accepted if revised during negotiations.

(End of provision)

FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Contracting Officer
OP-ES, Room 2488
Headquarters Building,
Kennedy Space Center, Florida 32899

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- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

FAR 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) - ALTERNATE I (FEB 1995)

- (a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

- (b) An organized site visit has been scheduled for: **July 31, 2014 at 9:30 AM EDT**

- (c) Participants will meet at:

KSC Badging Office (take S.R. 405 east from U.S. Highway 1, past the KSC Visitor Complex, located on the right side of the road before KSC Gate 3)

- (d) Attendance is limited to three representatives from each prospective prime offeror. To attend the site visit, each representative must fill out and submit (in advance of the site visit) the following badge request form:

KSC Form 28-889V2, KSC Visitor Badge Request (See attached Section J(H))

- (e) Submit the badge request form(s), via e-mail, to: **Jessica.L.Smith@NASA.GOV**

- (f) Badge Request Form(s) Due Date: **July 29, 2014 at 3 PM**

- (g) Badge requests received after the due date will not be considered (Be advised that badge requests may be rejected for failure to fill in all the required information: names, titles, SSNs, citizenship, etc). **BADGES WILL BE PROVIDED TO U.S. CITIZENS ONLY. RESIDENT ALIENS AND FOREIGN NATIONALS WILL NOT BE BADGED FOR ACCESS TO KSC.**

- (h) Site visit participants will be responsible for:

- Providing their own transportation
- Bringing two (2) forms of identification with them
- Picking up badges BEFORE THE SITE VISIT at the KSC Badging

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Office (take S.R. 405 east from U.S. 1, past the KSC Visitor Complex, located on the right before KSC Gate 3). KSC Badging Office hours are Monday through Friday, 6:00A.M. to 4:00P.M. It is recommended you arrive at least 90 minutes prior to the site visit to obtain badges.

- Reporting to the site visit

- (i) Visitors on KSC are allowed to possess and use photographic equipment and materials EXCEPT IN CONTROLLED AREAS. At the site visit meeting you will be notified as to the current status of the area.
- (j) The site visit is expected to last 1 hour.

(End of provision)

FAR 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the provision.
- (b) The use in this solicitation of any NASA Supplement to the Federal Acquisition Regulation (48 CFR Chapter 18) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of Provision)

L.4 LISTING OF NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) PROVISIONS INCORPORATED BY REFERENCE

PROVISION NO.	TITLE
NFS 1852.228-73	BID BOND (OCT 1998)
NFS 1852.233-70	PROTESTS TO NASA (OCT 2002)
NFS 1852.236-71	ADDITIVE OR DEDUCTIVE ITEMS (MAR 1989)

L.5 LISTING OF NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) PROVISIONS INCORPORATED IN FULL TEXT

NFS 1852.215-81 PROPOSAL PAGE LIMITATIONS (FEB 1998)

- (a) The following page limitations are established for each portion of the proposal submitted

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in response to this solicitation.

Proposal Section	Page Limit
Project Execution Plan for Subaqueous Horizontal Directional Drilling	Limited to seven (7) pages
Technical Experience Summary	Limited to two (2) pages per each project identified in the Technical Experience Summary
Past Performance Data From Prior Customers	Limited to three (3) pages of information for each project identified in the Technical Experience Summary
Page 1 of Past Performance Questionnaires	Limited to page 1 of each Past Performance Questionnaire mailed to each customer
Safety and Occupational Health Plan	No page limit. (The Plan shall be divided into two sections: Safety Past Performance Information and Safety and Health Plan)

- (b) A page is defined as one side of a sheet, 8 1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point type. Foldouts count as an equivalent number of 8 1/2" x 11" pages. The metric standard format most closely approximating the described standard 8 1/2" x 11" size may also be used.
- (c) Title pages and tables of contents are excluded from the page counts specified in paragraph (a) of this provision. In addition, the Cost section of your proposal is not page limited. However, this section is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other sections of the proposal will be so construed and counted against that section's page limitation.
- (d) If final revisions are requested, separate page limitations will be specified in the Government's request for that submission.
- (e) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and will be returned to the offeror.

NFS 1852.223-73 SAFETY AND HEALTH PLAN (NOV 2004) (Modified)

The offeror shall submit a detailed safety and occupational health plan as part of its proposal. Failure to submit an acceptable plan shall make the offeror ineligible for the award of a contract. The plan shall describe in detail the policies, procedures, and techniques that will be used to ensure the safety and occupational health of contractor employees and to ensure safe working conditions throughout the performance of the contract.

The plan shall describe in detail the policies, procedures, and techniques that will be used to

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ensure the safety and occupational health of the public, astronauts and pilots, the NASA workforce (including contractor employees working on NASA contracts). The plan shall also address the protection of the environment, high-valued equipment, and property.

The Safety and Occupational Health Plan shall be divided into two sections: Safety Past Performance and Safety and Health Plan.

a. Safety Past Performance Information

1. Contractor's Corporate Safety Program objectives to include safety policy statement.
2. A copy of the Contractor's Annual Summary of Occupational Injuries and Illnesses (OSHA Form 300A) or equivalent for the previous three (3) years as described in Title 29, Code of Federal Regulations, Subpart 1904.5. If the contractor is exempt by regulation from maintaining and publishing such logs, equivalent data in contractor's format is acceptable (such as loss runs from insurance carrier) which contains the data required. Data shall be compiled and reported by calendar year.
3. Documented evidence of Experience Modification Rate (EMR) for the previous three (3) years.
4. Days Away, Restricted or Transferred Rate (DART) for the previous three (3) years under NAICS Code **237110, Water and Sewer Line and Related Structures** Construction. The data shall include incidence rates of days away from work, job transfer, or restriction cases, occupational injuries and illnesses, by quartile distribution and employment size group, private industry as most recently published by the Bureau of Labor Statistics.
5. Total Case Incident Rate (TCIR) for the previous three (3) years under NAICS Code **237110, Water and Sewer Line and Related Structures**. The data shall include incidence rates of total recordable cases of occupational injuries and illnesses, by quartile distribution and employment size group, private industry as most recently published by the Bureau of Labor Statistics.
6. Results of any investigations of violations or pending Occupational Safety and Health Administration (OSHA) violations from the past three years.

b. Safety and Health Plan

1. A discussion on how the Contractor intends to comply with 29 CFR 1926 Safety & Health Regulations for Construction, NPR 8715.3 (NASA Safety Manual & Appendices), KNPR 8715.3 (KSC Safety Practices Procedural Requirements), and KNPR 8715.7 (KSC Construction Contractor Safety & Health Practices Procedural Requirements Rev A) with regard to all safety issues that will be encountered on this project. [KNPR 8715.3, KNPR 8715.7, and KSC-UG-2814, Rev A-1 (KSC

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Construction Contractors Safety and Health Practices Users Guide) can be accessed at [http://tdglobal.ksc.nasa.gov/ReferencedDocuments/.](http://tdglobal.ksc.nasa.gov/ReferencedDocuments/)]

NOTE: KSC-UG-2814 contains a Safety and Occupational Health Plan template (Pages 56-100) that should be used for the Safety and Occupational Health Plan.

2. Hazard Analysis: The contractor shall describe the process to be used to analyze worksite hazards or Job Hazard Analysis (JHA) prior to the start of work to ensure that all hazards are abated. These analyses may address facilities, systems/subsystems, operations, processes, materials (including waste), and specific tasks or jobs.
3. Emergency Procedures: Procedures for emergency actions to be taken to secure dangerous conditions, to protect personnel, and secure work areas in the event of accident or an act of nature.
4. The plan shall describe the contractor's training program including identification of responsibility for training employees to assure understanding of safe work practices, hazard recognition, and appropriate responses including protective and/or emergency countermeasures. The Plan shall include a discussion on how the contractor will validate that training requirements have been conducted and satisfied (i.e., physical examination, testing, on-the-job performance, etc). The Plan shall state all training materials and training records will be provided for NASA review on request.
5. The plan shall similarly address subcontractor employee safety and occupational health for those subcontractors who will be performing work under the contract when one or more of the following conditions apply: (Note: Contractors may not delegate overall site safety responsibility or authority for any personnel working under the provisions of this section to any subcontractor.)
 - (i) The work will be conducted completely or partly on premises owned or controlled by the government.
 - (ii) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.
 - (iii) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).
 - (iv) When the assessed risk and consequences of a failure to properly manage and control the hazards warrants use of the clause.

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This plan, as approved by the Contracting Officer, will be incorporated into the contract.

NFS 1852.236-74 MAGNITUDE OF REQUIREMENT (DEC 1988)

The Government estimated price range of this project is between **\$1,000,000** and **\$5,000,000**.

L.6 KSC 52.214-90 DELIVERY INSTRUCTIONS FOR BIDS/PROPOSALS
(AUG 2005)

a. Delivery Address:

All offers (bids or proposals) shall be delivered to the Central Industry Assistance Office (CIAO), 7110 N. Courtenay Parkway, Merritt Island, FL, 32953 on or before the date and time set for receipt of proposals or bids. The CIAO is located on state Road 3, approximately 2 miles south of Gate 2 to KSC. Access to KSC is not required.

b. Hand-Delivered Offers:

Offerors are responsible for assuring that hand-carried bids are either received by NASA Government employees at the CIAO or dropped in the CIAO mail box located outside of the building.

c. Late Delivery of Offers/Bids:

Late offers/bids will be processed in accordance with FAR 214-7, "Late Submissions, Modifications and Withdrawals of Bids," FAR 52.215-1, "Instructions to Offerors - Competitive Acquisition," FAR 52.212-1, "Instructions to Offerors – Commercial Items," or FAR 52.214-23, "Late Submission, Modifications, and Withdrawals of Technical Proposals Under Two-Step Sealed Bidding," included in this solicitation.

(End of Provision)

L.7 PROPOSAL IDENTIFICATION (MAY 2014)

Sealed packages containing proposals shall be marked to show the offeror's name and address and be addressed as follows:

Attn: **CARL DAVISON**
NASA CONTRACTING SPECIALIST, OP-ES
SOLICITATION NNK14510297R
TITLE OF PROJECT: Revitalize Water & Wastewater Systems,
Phase 4A NASA Causeway

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UNSEALED PROPOSAL PACKAGES DELIVERED TO THE CIAO WILL NOT BE ACCEPTED.

L.8 COMMUNICATIONS REGARDING THIS SOLICITATION (MAY 2014)

- (a) Questions or comments regarding this solicitation must be submitted via email, cite the solicitation number, and be directed to the following Government representative:

Name: **CARL DAVISON**
Email: **carl.h.davison@nasa.gov**
Address: **NASA John F. Kennedy Space Center,
Mail Stop: OP-ES
Kennedy Space Center, Florida 32899**

- (b) Questions should be submitted on the attached Question/Comment Form, in MS Word or equivalent (no PDF or read only) format or in the body of the e-mail message (in the same format as listed on the Question/Comment Form, Appendix 1 to Section L of this solicitation). Questions shall be sent to the Contracting Officer identified above by **August 5, 2014** to allow for analysis and dissemination of responses in advance of the proposal due date. Questions received after this date will be considered but may be answered.
Oral questions will not be accepted.

- (c) Questions or comments shall not be directed to the technical activity personnel.

(End of provision)

L.9 GENERAL PROPOSAL PREPARATION INSTRUCTIONS (MAY 2014)

The solicitation, drawings, and specifications are available only through the Federal Business Opportunities website, (FedBizOpps) (<http://www.fbo.gov>). No hard copies, CD's or other media will be provided by the Government. It is the responsibility of the potential offerors to download the documents posted on FedBizOpps.

- (a) The Government intends to make award without holding discussions with offerors. By submitting an offer in response to this solicitation, offerors are agreeing to comply with all terms and conditions contained in the solicitation. Offerors are cautioned to carefully follow the instructions set forth herein.
- (b) This solicitation DOES NOT invite offerors to submit alternate proposals. The Contracting Officer may reject any offer containing exceptions. Therefore, offerors are encouraged to include their best terms and conditions in the initial offer. If, despite the warning given in this paragraph, the offeror elects to include exceptions, they must be

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specifically and clearly identified on a separate page. In this solicitation, the words “offer” and “proposal” are used interchangeably. (See definition of “offer” at FAR 2.101.)

- (c) A PROPERLY SUBMITTED OFFER SHALL CONSIST OF THE FOLLOWING:
- (1) One original and two copies of the SF 1442, Solicitation Offer and Award, with Blocks 14 through 20c completed and signed by an authorized representative of the offeror. The person signing the offer must initial each erasure or change appending the offer.
 - (2) Three copies of page 1 of all amendments issued, signed by an authorized representative of the offeror. (This requirement only applies if amendment receipts are not acknowledged on the signed SF 1442 submitted).
 - (3) Completion of Section K representations and certifications on-line at the System for Award Management (SAM) website as required by FAR Provision 52.204-8, Annual Representations and Certifications, incorporated in full text in Section K of this solicitation.
 - (4) One signed Certification of “Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction Under any Federal Law (see NFS 1852.209-75, incorporated in full text in Article K.4)
 - (5) Two (2) copies of offeror’s Project Execution Plan for Subaqueous Horizontal Directional Drilling in accordance with Article L.10
 - (6) Two (2) copies of offeror’s Technical Experience Summary in accordance with Article L.10.
 - (7) Two (2) copies of Past Performance Data From Customers in accordance with Article L.10. (Optional requirement)
 - (8) Two (2) copies of Page 1 of the Past Performance Questionnaires that the offeror provided to each past performance point of contact in accordance with Article L.5. (The past performance questionnaire is provided as Appendix 2 to Section L. of this solicitation)
 - (9) Two (2) copies of offeror’s Safety and Occupational Health Plan in accordance with NFS 1852.223-73 and Article L.5.
 - (10) One (1) properly executed bid bond in accordance with NFS 1852.228-73. A copy of Standard Form 24, Bid Bond, may be downloaded at:
<http://www.gsa.gov/Portal/gsa/ep/formslibrary.do?formType=SF>
 - (11) Offers from Contractor Team Arrangements or Joint Ventures shall provide a copy of

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the Contractor Team Arrangement or Joint Venture agreement and specifically identify who the controlling entity will be for this contract.

Incomplete proposals may be a basis for determination of unacceptability of the proposal and removal of the proposal from consideration.

By submitting an offer in response to this solicitation, the offeror is agreeing to comply with all terms and conditions contained in the solicitation. The terms and conditions of the solicitation, including any amendments, shall take precedence over the offeror's proposal unless the proposal is incorporated into the contract by specific reference.

(End of provision)

L.10 NON-PRICE FACTORS (MAY 2014)

The government will evaluate the non-price factors of the Project Execution Plan for Subaqueous Horizontal Directional Drilling, Technical Experience, Past Performance, and Safety and Occupational Health Plan. Each offeror shall provide the following Non-Price Factors documentation as part of its proposal:

a. PROJECT EXECUTION PLAN FOR SUBAQUEOUS HORIZONTAL DIRECTIONAL DRILLING

Offerors shall provide a project execution plan describing the methodology to be used for performance of the subaqueous horizontal directional boring requirement for this contract. As a minimum, the plan shall discuss what type/maker of directional drilling equipment will be used and who will be performing and overseeing (the name of the firm and the name of the supervisor overseeing the drilling) the subaqueous horizontal directional boring. The plan shall also include the qualifications of the firm (to include copies of state licenses/certifications) and the qualifications of the supervisor overseeing the drilling (to include resumes).

The Project Execution Plan for Subaqueous Horizontal Directional Drilling will be incorporated into the contract.

b. TECHNICAL EXPERIENCE

1. Offerors shall provide a Technical Experience Summary identifying no more than three (3) contracts successfully completed within three (3) years of the date of issuance of this solicitation (**July 23, 2014**) (including Federal, State, and local government and private projects) similar in size, content, and complexity to this Government acquisition.

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2. Offerors proposing contractor teaming arrangements shall identify the scope of work that will be performed by the prime contractor and the scope of work that will be performed by the other team member(s). In addition to the three contracts performed by the prime contractor, offerors shall identify in the Technical Experience Summary three contracts being performed or successfully completed by the other team member(s) within the past three years of the date of this solicitation (**July 23, 2014**) (including Federal, State, and local government and private projects) similar in size, content, and complexity to this Government acquisition.
3. The Technical Experience Summary shall be limited to two pages of information for each completed contract and include the following information for each referenced contract or project:

Name of project and contract/order number

North American Industry Classification System (NAICS) code project was performed under (if applicable)

Type of contract/order (fixed-price or cost reimbursable)

Dates of the contract performance period as initially awarded

Dates of the actual completed performance period

Place of contract performance

Name and address of customer or Government Agency

Name, telephone number and e-mail address of Contracting Officer or equivalent customer contact

Dollar value of contract/order as initially awarded; break out major subcontract values

Dollar value of contract/order at completion

A brief discussion on why the selected contract demonstrates technical experience needed to meet the technical performance requirements of this project as described in section M.1 of this solicitation.

Information on projects involving subaqueous horizontal directional boring shall include: date(s) and location(s) of project performance, owner (customer), pipe type and size installed, length of installation, type and manufacturer of equipment used, and any other information relevant to the successful completion of the projects.

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Discussions on problems encountered (if applicable) during contract performance to include, but not limited to, challenges to successfully completing the project on schedule; safety violations/discrepancies; Department of Labor violations/discrepancies; non-payment of employees, subcontractors, and/or suppliers; and terminations. Offerors shall also discuss the offeror's corrective actions relative to identified problems.

Discussions on contract changes resulting in large dollar value and/or schedule increases.

c. PAST PERFORMANCE

1. Offerors shall provide the Past Performance Questionnaire (Appendix 1 to Section L of this solicitation) to each past performance Contracting Officer or customer contact equivalent identified in its Technical Experience Summary. Offerors shall request these customers to submit the completed questionnaires via e-mail to the address below no later than the proposal due date. *Past Performance Questionnaires will not be accepted directly from offerors.* Questionnaires shall be returned directly from the offeror's past performance source to the Contract Specialist listed below:

Name: **Carl Davison**
Email: **carl.h.davison@nasa.gov**
Address: **NASA John F. Kennedy Space Center,
Mail Stop: OP-ES
Kennedy Space Center, Florida 32899**

2. Offerors shall submit, with their proposals, copies of the first page of each past performance questionnaire that the offeror sends to each customer contact identified in its Technical Experience Summary. NOTE: The offeror is required to complete the "THIS SECTION TO BE COMPLETED BY THE OFFEROR" area prior to sending the questionnaire to its customer.

3. Offerors may provide statements, letters, reports or evaluations from prior customers indicating the level and quality of past performance on the contracts/projects listed in the Technical Experience Summary. This supplemental information shall not exceed three (3) pages of information for each contract/project reference in your Technical Experience Summary. This is an optional requirement.

d. SAFETY AND OCCUPATIONAL HEALTH PLAN

Offerors shall submit two copies of their Safety and Occupational Health Plan with their proposal. The Plan shall consist of two parts: Safety Past Performance Information and Safety and Health Plan. NFS 1852.223-73, Safety and Health Plan (NOV 2004), incorporated in full text in Section L.5 of this solicitation details what shall be included in the Safety and Occupational Health Plan.

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SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR
RESPONDENTS

L. 11 APPENDICES TO SECTION L

This Section L is supplemented with the following appendices:

Appendix 1	Question & Comment Form
Appendix 2	Past Performance Questionnaire

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**SECTION L/APPENDIX 1
QUESTION/COMMENT FORM**

Questions or comments regarding this solicitation must be submitted via email to the Contracting Officer identified below.

Name: **CARL DAVISON**
Email: **carl.h.davison@nasa.gov**
Address: **NASA John F. Kennedy Space Center,
Mail Stop: OP-ES
Kennedy Space Center, Florida 32899**

Questions shall be submitted on this form in MS Word or equivalent (no PDF or read only formats). Questions also may be submitted in the body of an e-mail message following this form's format. Late questions or comments will be considered by the Government but may not be answered. Responses to questions will be issued as amendments to the solicitation. The cutoff date and time for receipt of questions is **August 5, 2014 at 3 PM**.

Offerors are cautioned that technical activity personnel are not authorized to answer solicitation questions or comments and that any responses from them may not accurately represent the Government's official position.

PLEASE CITE THE REFERENCE NUMBER SUCH AS PAGE NUMBER OF THE RFP, SPEC, DWGS, ETC, IF APPLICABLE.

1. REFERENCE:

QUESTION:

2. REFERENCE:

QUESTION:

Submitted by (name):

Company:

E-mail Address:

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SECTION L/APPENDIX 2
PAST PERFORMANCE QUESTIONNAIRE

Revitalize KSC Water & Wastewater Systems Phase 4A - NASA Causeway

NASA Kennedy Space Center's solicitation requires offerors to provide this Past Performance Questionnaire to customers to complete and return to NASA. Past performance raters are requested to submit the completed questionnaires to the contracting officer identified below via e-mail, to arrive not later than the proposal submission date.

Completed questionnaires should be sent to:

Name: **CARL DAVISON**
Email: **carl.h.davison@nasa.gov**
Address: **NASA John F. Kennedy Space Center**
Mail Stop: OP-ES
Kennedy Space Center, Florida 32899

Raters are requested to complete the questionnaire forms as written since altered or substituted questionnaires may not adequately address the information NASA will be evaluating.

SECTION I. THIS SECTION TO BE COMPLETED BY THE OFFEROR

Name of Contractor Being Evaluated: _____

Name of Project and Contract/Order Number: _____

Period of Contract Performance (dates): _____

Place of Contract Performance: _____

Contract Value at Award: _____

Contract Value at Completion or Current Contract Amount: _____

Contract Status (Prime or Subcontract?): _____

Point of Contact: (Rater) Name/Address/Office Phone Number/E-Mail Address:

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SECTION L/APPENDIX 2
PAST PERFORMANCE QUESTIONNAIRE**

THIS SECTION TO BE COMPLETED BY THE RATER

(THIS QUESTIONNAIRE, WHEN COMPLETED, SHALL NOT BE DISCLOSED TO
ANYONE OUTSIDE THE GOVERNMENT)

Name of Contractor Being Evaluated: _____

Name of Project and Contract/Order Number: _____

Period of Contract Performance (dates): _____

Place of Contract Performance: _____

Contract Value at Award: _____

Contract Value at Completion or Current Contract Amount: _____

Contractor's Status (Prime or Subcontractor?): _____

Percentage and Dollar Value of Work Performed by the Contractor:

Dates of Rater's Involvement in Program/Contract: _____

Brief Description of Work Performed:

Point of Contact: (Rater) Name/Address/Office Phone Number/E-Mail Address:

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PAST PERFORMANCE QUESTIONNAIRE

RATING DEFINITIONS:

On a scale of 1 to 5, with 1 being unsatisfactory and 5 being exceptional, please rate the contractor on the past performance areas included in this questionnaire. A rating of N/A should be used if the question is not applicable or the answer is unknown. Space is provided for any additional comments raters may want to provide. The definitions associated with the 1 to 5 ratings are provided below:

1. **UNSATISFACTORY:** Performance does (did) not meet most contractual requirements and recovery is not likely (did not occur). The contractual performance contains (contained) serious problem(s) for which the contractor's corrective actions appear ineffective (were ineffective).
2. **MARGINAL:** Performance does (did) not meet some contractual requirements. The contractual performance reflects (reflected) serious problem(s) for which the contractor has not yet identified acceptable corrective actions (did not provide acceptable corrective actions).
3. **SATISFACTORY:** Performance meets (met) contractual requirements. The contractual performance reflects (reflected) some minor problems. Corrective actions being taken by the contractor appear to be effective (Corrective actions taken were effective).
4. **VERY GOOD:** Performance meets (met) contractual requirements and exceeds (exceeded) some of the Government's expectations. The contractual performance reflects (reflected) some minor problems and corrective actions being taken by the contractor appear to be effective (Corrective actions taken were effective).
5. **EXCEPTIONAL:** Performance meets (met) contractual requirements and exceeds (exceeded) many of the Government's expectations. The contractual performance reflects (reflected) few minor problems and corrective actions taken by the contractor appear to be highly effective (corrective actions taken were effective).

N/A: Not applicable or rater has not observed performance in this area.

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PAST PERFORMANCE QUESTIONNAIRE

CONTRACTOR'S TECHNICAL PERFORMANCE QUESTIONS

1. The effectiveness of the Contractor's overall project management ability (including but not limited to project managers, quality control managers, safety managers, and superintendents); labor (skilled and unskilled workers); equipment; supplies; tools; and financial resources to successfully perform, provide contract deliverables and complete work in a safe and timely manner.

1	2	3	4	5	NA
---	---	---	---	---	----

Comments:

2. The Contractor's ability to provide immediate and effective contractor management attention at the job site and partner with the owner to resolve technical problems and schedule problems.

1	2	3	4	5	NA
---	---	---	---	---	----

Comments:

3. The Contractor's ability to provide quality engineering shop drawings and accurate and complete as-built documentation.

1	2	3	4	5	NA
---	---	---	---	---	----

Comments:

4. The Contractor's ability to provide project completion within ten percent (10%) of original contract cost and schedule. Please provide comments on any changes greater than 10% that were not customer driven.

1	2	3	4	5	NA
---	---	---	---	---	----

Comments:

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PAST PERFORMANCE QUESTIONNAIRE

5. Did the contractor perform directional boring on this project? YES / NO

a. If YES, did the contractor perform subaqueous directional boring? Please provide a description of the effort and provide specific information on the following:

- Pipe type and size installed_____
- Length of installation_____
- Type and manufacturer of equipment used_____
- Depth of directional boring_____
- Depth of water_____
- Name of body of water_____

b. How effective was the contractor performing this task?

1	2	3	4	5	NA
---	---	---	---	---	----

Comments:

CONTRACTOR'S SAFETY PERFORMANCE QUESTIONS

6. The Contractor's ability to maintain a safety and health program with visible management control and involvement.

1	2	3	4	5	NA
---	---	---	---	---	----

Comments:

7. The Contractor's ability to maintain a safety program ensuring subcontractors' safety performance was consistent with the prime contractor's safety program.

1	2	3	4	5	NA
---	---	---	---	---	----

Comments:

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PAST PERFORMANCE QUESTIONNAIRE

8. The Contractor's ability to analyze worksite hazards prior to the start of work to ensure that all hazards were abated.

1	2	3	4	5	NA
---	---	---	---	---	----

Comments:

9. The Contractor's ability to understand and comply with safety requirements.

1	2	3	4	5	NA
---	---	---	---	---	----

Comments:

10. The Contractor's ability to maintain a safety program that ensured the customer's critical resources were adequately protected with emergency procedures for securing dangerous conditions and protecting personnel during contract performance.

1	2	3	4	5	NA
---	---	---	---	---	----

Comments:

11. The Contractor's ability to resolve safety discrepancies in a timely and effective manner and the ability to report, investigate, and take corrective actions on safety accidents/incidents in a timely and effective manner

1	2	3	4	5	NA
---	---	---	---	---	----

Comments:

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PAST PERFORMANCE QUESTIONNAIRE

CONTRACTOR'S CONTRACT ADMINISTRATION PERFORMANCE QUESTIONS

12. The contractor's ability to provide prompt payment of employees, subcontractors, and suppliers for services and supplies performed/delivered under the contract.

1	2	3	4	5	NA
---	---	---	---	---	----

Comments:

13. The contractor's compliance with Davis-Bacon Act and other labor requirements and resolution of reported violations/discrepancies.

1	2	3	4	5	NA
---	---	---	---	---	----

Comments:

14. Has the contractor's performance required the issuance of any cure notices, show cause letters, or terminations for cause/default? (Please circle Yes or No)

Yes	No				
-----	----	--	--	--	--

Comments:

CONTRACTOR'S OVERALL CONTRACT PERFORMANCE

15. Would you select this contractor again? (Please circle Yes or No)

Yes	No				
-----	----	--	--	--	--

Comments:

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PAST PERFORMANCE QUESTIONNAIRE

**THIS COMPLETED QUESTIONNAIRE WILL NOT BE DISCLOSED TO ANYONE
OUTSIDE THE GOVERNMENT. THANK YOU FOR TAKING THE TIME TO
COMPLETE THIS QUESTIONNAIRE.**

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SECTION M – EVALUATION FACTORS FOR AWARD

M.1 BASIS FOR CONTRACT AWARD (MAY 2014)

a. EVALUATION FACTORS AND SELECTION OF THE SUCCESSFUL OFFEROR

The Contracting Officer will utilize a Lowest Price Technically Acceptable (LPTA) source selection process to make an award decision. Only one award will be made as a result of this solicitation. Award will be made to the offeror who is deemed responsible in accordance with the Federal Acquisition Regulation (FAR); and whose proposal, judged by an overall assessment of the evaluation criteria and other considerations specified in this solicitation, meets the technically acceptable standard for the non-cost factors and provides the lowest evaluated price.

In accordance with the Instructions to Offerors – Competitive Acquisition provision of this solicitation (FAR 52.215-1), the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a).) Therefore, the offeror's initial proposal should contain the offeror's best terms. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

b. EVALUATION OF NON-PRICE FACTORS

Offerors will be evaluated on the non-price factors of Technical Experience, Past Performance, and Safety and Occupational Health Plan.

(1) FACTOR 1 – PROJECT EXECUTION PLAN FOR SUBAQUEOUS HORIZONTAL DIRECTIONAL DRILLING

The Project Execution Plan for Subaqueous Horizontal Directional Drilling must demonstrate a sound approach for performing the subaqueous horizontal directional drilling to include the use of industry standard equipment and technically qualified and experienced personnel.

To meet the requirement of technically qualified, the firm performing the subaqueous horizontal directional drilling must be a state licensed/certified underground utilities contractor.

To meet the requirement of technically experienced, the firm and the person responsible for overseeing the subaqueous horizontal directional boring shall have successfully completed a minimum of three (3) subaqueous/marine crossings each with a minimum 12-inch-diameter water main each for a minimum of 1,500 feet using subaqueous horizontal directional drilling within the last three (3) years.

Failure to provide a sound approach ensuring the successful completion of the subaqueous horizontal directional drilling will result in an “UNACCEPTABLE” rating and elimination from further consideration for contract award.

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SECTION M – EVALUATION FACTORS FOR AWARD

c. FACTOR 2 – TECHNICAL EXPERIENCE

Offerors must provide evidence that they have the technical experience needed to meet the technical performance requirements of this project. The Government will assess the technical experience of the offeror on projects identified in the offeror's Technical Experience Summary. Offerors must meet all of the following standards to receive an "Acceptable" rating on this factor:

All projects listed in the Technical Experience Summary must be in progress with a significant amount of work completed or have been successfully completed within three (3) years of the date of issuance of this solicitation (**July 23, 2014**).

All projects listed in the Technical Experience Summary must have been individually valued at or over \$300,000 with at least one (1) project individually valued at or over \$700,000.

All projects listed in the Technical Experience Summary must have included water line and related structures construction.

The projects listed in the Technical Experience Summary must collectively show demonstrated experience in the construction of major municipal water systems.

The projects listed in the Technical Experience Summary, must collectively demonstrate three subaqueous/marine crossings , involving a minimum of 12-inch-diameter water main each for a minimum of 1,500 feet each, using subaqueous horizontal directional boring .

All projects listed in the Technical Experience Summary must have involved preparing detailed and accurate computer generated shop drawings and as-built documentation.

Failure to meet all of the requirements under this factor will result in an "UNACCEPTABLE" rating and elimination from further consideration for contract award.

(2) FACTOR 3 – PAST PERFORMANCE

The Government will assess the past performance of the offeror on all of the projects identified in the offeror's Technical Experience Summary. (This assessment of past performance information is separate from the contractor responsibility determination required under FAR Subpart 9.1.)

The completed past performance questionnaires submitted by the offerors' Contracting Officers or customer contact equivalents identified in the Technical Experience Summary will be evaluated. The Government shall consider this information, as well as information obtained from other sources (to include interviews with previous customers), when

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evaluating each offeror's past performance. The currency and relevance of the information, source of the information, context of the data, and general trends in the offerors' past performance shall be considered. The evaluation shall take into account past performance information regarding predecessor companies, key personnel who have relevant experience, and/or subcontractors who will perform major or critical aspects of the requirement when such information is relevant to this acquisition. The Government will not disclose the names of persons/companies who provide performance information. If, during the course of the evaluation, the Government obtains adverse information to which the offeror has not previously had an opportunity to respond, the Government will afford the offeror an opportunity to clarify the adverse information.

(a) Past Performance Evaluation Areas. The government will evaluate the offeror's past performance in:

Providing effective project management, labor, equipment, supplies, tools, and financial resources to successfully perform, provide contract deliverables and complete work in a safe and timely manner.

Providing effective oversight of subaqueous horizontal directional boring

Providing immediate and effective contractor management attention at the job site for resolution of contract problems.

Complying with Davis-Bacon Act and other labor requirements and resolution of reported labor violations/discrepancies.

Providing prompt payment of employees, subcontractors, and suppliers for services and supplies performed/delivered under the contract.

Providing quality engineering shop drawings and accurate and complete as-built documentation.

Providing project completion within ten percent (10%) of original contract cost and schedule (unless customer required changes caused the cost or schedule deviation).

Maintaining an acceptable Safety Program:

Maintaining acceptable Days Away Restricted or Transferred (DART), Total Case Incident Rate (TCIR), OSHA 300 Log and Experience Modification Rating (EMR) rates for the previous three years under NAICS Code 237110.

Maintaining a safety and health program with visible management control and involvement

Maintaining a safety program ensuring subcontractors' safety performances was

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SECTION M – EVALUATION FACTORS FOR AWARD

consistent with the prime contractor's safety program

Ability to analyze worksite hazards prior to the start of work to ensure that all hazards were abated

Maintaining a safety program with emergency procedures for securing dangerous conditions and protecting personnel during contract performance

Ability to understand and comply with safety requirements
Maintaining a safety program that ensured the customer's critical resources were adequately protected

Ability to resolve safety discrepancies in a timely and effective manner

Ability to report, investigate, and take corrective actions on safety accidents/incidents in a timely and effective manner

Providing prompt payment of employees, subcontractors, and suppliers for services and supplies performed/delivered under the contract.

Complying with Davis-Bacon Act and other labor requirements and resolution of reported labor violations/discrepancies.

(b) Past Performance Confidence Ratings:

The Offeror's relevant experience and past performance will be reviewed and an assessment made that reflects the Government's judgment of the probability of each offeror successfully accomplishing the proposed effort based on that offeror's demonstrated performance. Past performance shall be evaluated for each offeror using the following levels of confidence ratings:

Very High Level of Confidence

The offeror's relevant past performance is of exceptional merit and is very highly pertinent to this acquisition, indicates exemplary performance in a timely, efficient, and economical manner and very minor (if any) problems with no adverse effect on overall performance. Based on the offeror's performance record, there is a very high level of confidence that the offeror will successfully perform the required effort.

High Level of Confidence

The offeror's relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements. Offeror's past performance indicates that contract requirements were accomplished in a timely, efficient, and economical manner for the most part, with only minor problems that had little identifiable effect on overall performance. Based

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on the offeror's performance record, there is a high level of confidence that the offeror will successfully perform the required effort.

Moderate Level of Confidence

The offeror's relevant past performance is pertinent to this acquisition, and it demonstrates effective performance. Performance was fully responsive to contract requirements; there may have been reportable problems, but with little identifiable effect on overall performance. Based on the offeror's performance record, there is a moderate level of confidence that the offeror will successfully perform the required effort.

Low Level of Confidence

The offeror's relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards. Offeror achieved adequate results; there may have been reportable problems with identifiable, but not substantial, effects on overall performance. Based on the offeror's performance record, there is a low level of confidence that the offeror will successfully perform the required effort. Changes to the offeror's existing processes may be necessary in order to achieve contract requirements.

Very Low Level of Confidence

The offeror's relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action was required in one or more areas. Performance problems occurred in one or more areas which, adversely affected overall performance. Based on the offeror's performance record, there is a very low level of confidence that the offeror will successfully perform the required effort.

Neutral

In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance [see FAR 15.305(a) (2) (ii) and (iv)].

To receive an "Acceptable" rating for past performance, the offeror must receive an overall Past Performance Confidence Rating of Very High or High.

(3) FACTOR 4 – SAFETY AND OCCUPATIONAL HEALTH PLAN

The offeror's Safety and Occupational Health Plan will be reviewed to determine:

- (a) The offeror's understanding of and ability to comply with 29 CFR 1926 Safety & Health Regulations for Construction, NPR 8715.3 (NASA Safety Manual & Appendices), KNPR 8715.3 (KSC Safety Practices Procedural Requirements), 8715.7 (KSC Construction Contractor Safety & Health Practices Procedural Requirements)
- (b) The offeror's ability to ensure the safety and occupational health of the project

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SECTION M – EVALUATION FACTORS FOR AWARD

contractor employees (to include subcontractors) and to ensure safe working conditions throughout the performance of the contract.

- (c) The offeror's ability to ensure the safety and occupational health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts) and the protection of the environment, high-valued equipment, and property.

To receive an "Acceptable" rating, the Safety and Occupational Health Plan must represent a reasonable initial effort to address the essential requirements of NFS 1852.223-73, Safety and Health Plan, demonstrates the offeror understands NASA's safety requirements, and contains no major deficiencies or omissions which, if corrected, would not require a major rewrite of the Plan.

(c) EVALUATION OF PRICE PROPOSALS

The proposed prices will be evaluated by comparison against the Government estimate and prices submitted by other offerors. Prices that are determined to be more than 50% above or below the Independent Government Estimate or more than 50% above or below the mean price proposed by all offerors will be considered to be unreasonably high or unrealistically low and will not be considered for award. As part of this process the Government will establish a proposal price ranking of the percentage differences from both the IGE and mean price of all offers submitted for that particular category from lowest to highest.

(d) EVALUATION PROCESS

The following describes the general methodology that will be used for proposal evaluation:

- (1) Offerors will be checked against the List of Parties Excluded From Federal Procurement and Non-procurement Programs. Offerors who appear on the List will be eliminated without further consideration. Proposals will also be checked for minor informalities or irregularities. The Contracting Officer will follow guidance at FAR 15.306 for resolving minor informalities or irregularities.
- (2) The Contracting Officer will conduct a price analysis on each offeror's submitted price.
- (3) The technical (non-price) volume of the offeror with the lowest evaluated reasonable price will be given to the technical evaluators for review. If the technical (non-price) proposal is determined to be technically "Acceptable", award shall be made to that offeror, subject to a positive responsibility determination in accordance with FAR Part 9. In order for a technical proposal to be determined technically "Acceptable", all of the non-price factors in the technical proposal must be individually and collectively evaluated as "Acceptable".

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- (4) If the technical proposal is determined to be technically “Unacceptable” the technical (non-price) volume of the offeror with the next lowest evaluated reasonable price will be given to the technical evaluators for review. If the technical (non-price) proposal of the offeror with the next lowest evaluated reasonable price is determined to be technically “Acceptable” award shall be made to that offeror subject to a positive responsibility determination in accordance with FAR Part 9.
- (5) If the technical proposal is determined to be technically “Unacceptable” the process described will be conducted again, as many times as necessary, until such time as the Government identifies a technically “Acceptable” proposal.

M.2 SOURCE SELECTION DECISION (MAY 2014)

Selection for contract award will be made based on a Lowest Price Technically Acceptable (LPTA) source selection process. The proposal that provides the lowest fair and reasonable price and is otherwise technically acceptable in all non-price factors will be selected for award. The selection will be made subject to an affirmative determination of contractor responsibility in accordance with FAR Subpart 9.1.

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ATTACHMENT J-A - PROJECT DELIVERABLES**

PROJECT DELIVERABLES

Incidental deliverables (manuals, reports, plans, and other written documentation) to be provided under this contract are identified in this Attachment J-A. Nothing contained in this Attachment J-A shall relieve the Contractor from furnishing data called for by, or under the authority of, other provisions of this contract which are not identified and described in this Attachment J-A. The costs for data to be furnished in response to Attachment J-A is included in the firm-fixed price of this contract.

J-A-1 SUBMITTAL SCHEDULES (MAR 2014)

- (a) At the Pre-work Conference, the Contractor shall provide, for approval by the Contracting Officer, the following schedules of submittals:
 - (1) A schedule of all shop drawings and technical submittals required by the specifications and drawings. The schedule will indicate the specification or drawing reference requiring the submittal; the material, item or process for which the submittal is required; the "SD" number and identifying title of the submittal; the Contractor's anticipated submission date and the approval need date.
 - (2) A separate schedule of all other submittals required under the contract but not listed in the specifications or drawings. The schedule will indicate the contract requirement reference; the type or title of the submittal; the Contractor's anticipated submission date and the approval need date (if approval is required).
- (b) All submittals called for by the contract documents will be listed on one of the above schedules. If a submittal is called for but does not pertain to the contract work, the Contractor will include it in the applicable schedule and annotate it "N/A" with a brief explanation. Approval of the schedules by the Contracting Officer does not relieve the Contractor of supplying submittals required by the contract documents but which have been omitted from the schedules or marked "N/A".
- (c) Copies of both schedules will be re-submitted monthly annotated by the Contractor with actual submission and approval dates. When all items on a schedule have been finally approved, no further re-submittal of the schedule is required.

J-A-2 SHOP DRAWINGS (MAR 2014)

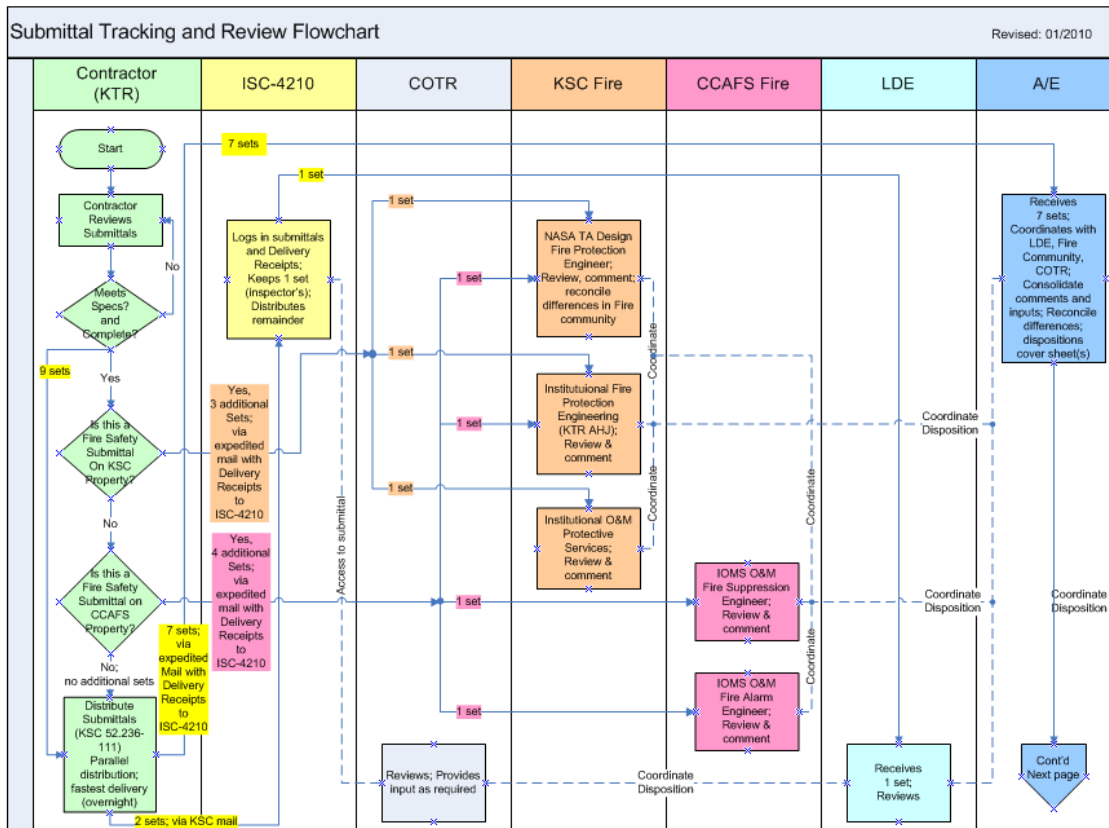
Pursuant to FAR clause 52.236-21 entitled "Specifications and Drawings for Construction"; the Contractor shall submit Shop Drawings as detailed below. For purposes of this clause, the term "Shop Drawings" shall be construed to include all "Submittal Descriptions" (Type SD-01, SD-02, SD-03, etc., as required by project technical specifications) that are necessary to fully describe contractor supplied materials and installation methods and demonstrate their compliance with the technical and performance requirements of the contract. Submittal Descriptions include drawings, design data, catalog cuts, descriptive literature, illustrations, schedules, performance

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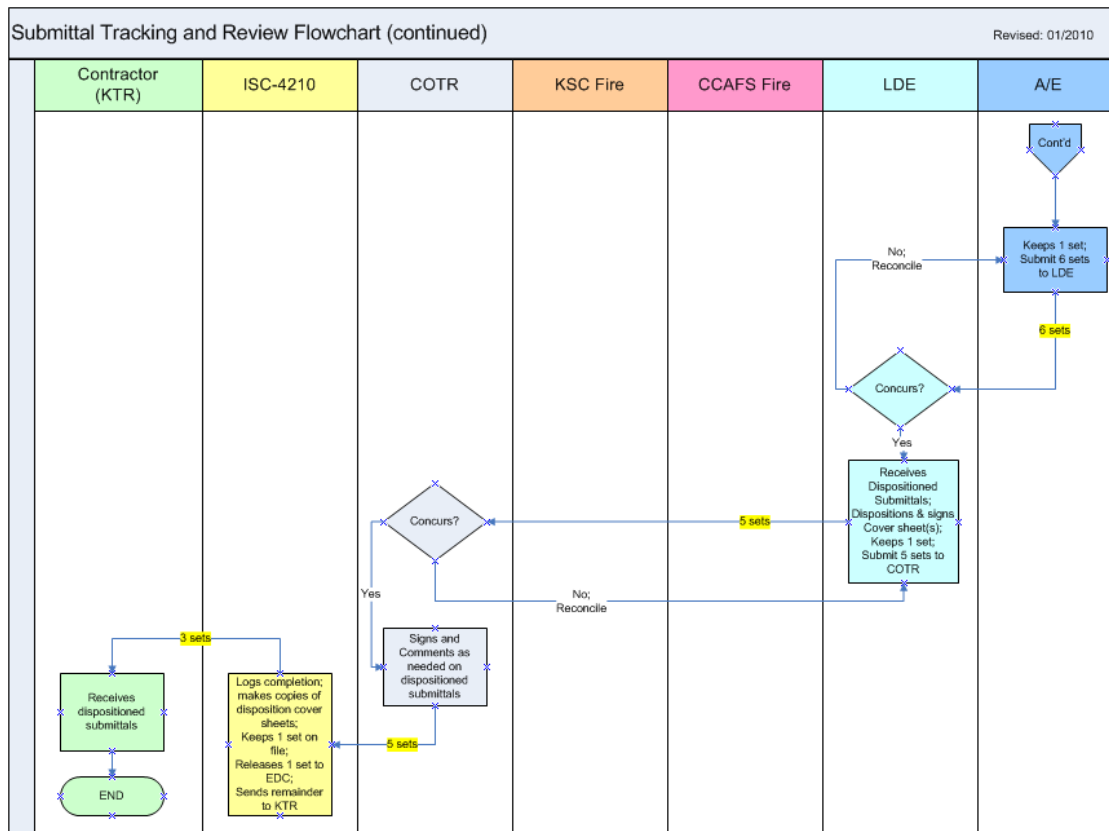
ATTACHMENT J-A - PROJECT DELIVERABLES

and test data, and similar materials to be furnished by the contractor. The preparation and distribution requirements described herein apply to all such SD submittals except as noted in technical specifications or otherwise directed by the Contracting Officer.

- (a) For Shop Drawing submittals provide complete sets to KSC functional organizations and to the Architect/Engineer as shown on the “Submittal Tracking and Review Flowchart.” Names, mail codes and addresses will be provided at the Pre-work Conference.
- (b) The Shop Drawing submittals shall be transmitted to the Contracting Officer and the A/E on the same day. Delivery to the A/E and other KSC functional organizations shall be by the equivalent of “next day” delivery service with delivery receipts or other proof of delivery that show traceability to the delivery destination and receipt of the delivery. The timestamp recorded by the Contracting Officer upon receipt from the Contractor shall be the record date. Delivery receipts and other proof of delivery shall be submitted to the Contracting officer or delegated organization as shown on the “Submittal Tracking and Review Flowchart” provided below:



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ATTACHMENT J-A - PROJECT DELIVERABLES



- (d) Three (3) sets shop drawings will be returned to the Contractor. These sets will be returned to the Contractor within **14 calendar days** of the record date with appropriate review and approval notations as described below.

On or before completion date of the contract, the Contractor shall submit to the Contracting Officer two complete sets of shop drawings, which incorporate all comments, annotations, conditions of approval and corrections. Both drawing sets are to be made from the same original

- (e) The shop drawings shall be complete and detailed and shall contain all information required for checking without reference to material contained in other shop drawing transmittals. Partial submittals will not be accepted unless specifically approved by the Contracting Officer. Any partial submittals shall be so indicated and any outstanding submittal required to complete the package shall be identified.
- (f) Shop drawings shall be submitted in a logical sequence that is duly coordinated with long lead-time procurements and with fabrication and construction schedules. Each set of shop drawings shall be accompanied by a completed KSC shop drawing submittal form listing the specification or drawing reference requiring the shop drawing; the material, item or process for which the shop drawing is required and the "SD" number and identifying title of the shop drawing. The Shop Drawing form will be supplied by the Government.

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ATTACHMENT J-A - PROJECT DELIVERABLES

- (g) Shop drawings for certain systems (e.g. fire detection/suppression) must be submitted as soon as 30 days following contractor's Notice to Proceed, and associated as built drawings, software, programs and test procedures must be submitted up to 30 days prior to acceptance testing. See Shop Drawing and submittal references in project technical specifications for affected submittals and their respective deadlines.
- (h) "Drawings" as opposed to "Shop Drawings" shall mean actual drawings, diagrams, layouts and schematics. "Drawings" fall under the more general term "Shop Drawings" which include other required materials.
 - (1) Drawings shall be uniform in size, nominally 24 by 36 inches, with a maximum size of 28 by 40 inches. All drawings shall have dark lines on a white background.
 - (2) Drawings shall be numbered in logical sequence. The Contractor may use his own numbering system. Each drawing shall bear the number of the submittal (e.g. First Submittal, Second Submittal, etc.) in a uniform location adjacent to the title block. The NASA contract number shall appear in the margin, immediately below the title block, for each drawing.
 - (3) A blank space, no smaller than 4 by 5 inches shall be reserved on the right hand half of each sheet for the Government disposition stamp.
- (i) Review and approval notation will be as follows:
 - (1) Shop drawings marked "approved" authorize the Contractor to proceed with work covered by such drawings.
 - (2) Shop drawings marked "approved as noted" authorize the Contractor to proceed with the work covered provided he takes no exception to the corrections. The notes shall be incorporated on the shop drawings prior to submission of the final shop drawings.
 - (3) Shop drawings marked "returned for correction" require the Contractor to make the necessary corrections and revisions on the drawings and re-submit them for approval in the same routine as before, prior to proceedings with any of the work depicted on the drawings.
 - (4) Shop drawings marked "not approved" or "disapproved" indicate noncompliance with the contract requirements and the shop drawings shall be re-submitted with appropriate changes. No item of work requiring a shop drawing shall be accomplished until the drawings are approved or approved as noted.
 - (5) The Contractor shall make any corrections required by the Contracting Officer. If the Contractor considers any correction or notation indicated on the returned shop drawings to constitute a change to the contract drawings or specifications; notice as required under the clause entitled "Changes" shall be given to the Contracting Officer.

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- (6) The Government's engineering review of Contractor's shop drawing submittal(s) is for general conformance with the design concept of the project and the information given in the contract documents. As such, approval of the shop drawings by the Contracting Officer shall not be construed as a complete check, but will indicate only that the general method of construction and detailing is satisfactory. The Contractor is solely responsible for the dimensions and design of adequate connection details; confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating the work with that of other trades and performing the work in a safe and satisfactory manner, and certifying that proposed products meet all technical specifications and all contractual provisions, especially those relating to the 'Buy American Act'. Corrections or comments made as part of the Government review do not relieve the Contractor from compliance with the requirements of the contract documents. Likewise, any approval of a Shop Drawing Submittal containing an unidentified deviation from the technical requirements of the applicable contract drawings, maps and specifications, shall not relieve the contractor from compliance with the technical requirements.
- (j) If changes are necessary to approved shop drawings whether as a result of a contract change or for any other reasons, the Contractor shall make such revisions and resubmit the shop drawings in accordance with the procedures in paragraphs a. through c. above. No item of work requiring a shop drawings change shall be accomplished until the changed shop drawings are approved.
- (k) Progress payments will not be made on materials and equipment that have been delivered to the job site but not approved on shop drawings.

J-A-3 RECORD DRAWINGS (MAR 2014)

- (a) After completion of all construction and before final payment is made, the Contractor shall submit one complete set of full size blue line contract drawings with fully dimensioned changes shown in red pencil to the Contracting Officer.
- (b) The Contractor shall verify all dimensions and Geographical Information System (GIS) data shown on the contract drawings. Civil discipline systems, such as site dimensions and elevations, underground utilities, manholes, access points, paving, etc. and systems requiring state certifications, such as stormwater systems, shall require verification by a registered land surveyor. As-built dimensions and GIS data shall be at the same level of detail as the contract drawings.
- (c) All dimensional changes shall be reflected as corrected dimensions by striking through the dimension value with a single line and circling this change. A leader shall point from the actual, as-built dimension to the circled change. All utility routing and interface changes shall be reflected on the drawings to scale and defined with sufficient dimensions to be able to locate. Indicating by reference alone, for example to a change order number, will not be acceptable.

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- (d) These record drawings shall be maintained by the Contractor at the work site and shall be updated based on job progress to reflect all changes and deviations and actual routing of all field-routed utilities and services. All lines, letters, and details shall be sharp, clear, and fully legible. All additions to the drawings shall be precisely drawn to scale of the original drawing and their locations shall be dimensioned.

(e) Final Systems Drawings for Wiring/Devices/Control Systems:

- (1) Final system drawings for wiring and control systems shall be prepared and submitted as described below, and in accordance with additional requirements as described in technical specifications.
- (2) Record drawings shall be made available for Government review on a monthly basis at the job site. This monthly review of record drawings will be part of the monthly monetary progress review.
- (3) Drawings for installation of wiring, devices and/or controls that require field routing must be red-lined, reproduced, verified for accuracy, and submitted for approval per the requirements set forth under the section entitled Shop Drawings herein a minimum of two weeks before requesting a final walkdown of the following systems. These drawings shall be labeled "FINAL SHOP DRAWINGS". In addition to hardcopy reproductions, the final drawings submittals shall include electronic files in Intergraph or Microstation format or in a Computer Aided Design (CAD) format compatible with Intergraph or Microstation.
- (4) Final Systems Drawings are required for:
 - (i) HVAC
 - (ii) Paging/Area Warning
 - (iii) Premise Wiring
 - (iv) Electrical control schematics and connection diagrams
 - (v) Elevators
 - (vi) Fire detection/suppression systems
 - (vii) Any other system involving wiring and controls, with the exception of facility lighting

(f) Sewer System Certification:

For all work involving sewer system installations or modifications, the Contractor shall

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provide to the Contracting Officer three (3) sets of drawings in the form of an As-Built Survey signed and sealed by a State of Florida Registered Land Surveyor for the sewer system. The as-built survey shall show all locations and invert elevations of the sewer system to verify that its placement is per contract drawings. The submittal shall be complete and sufficient for the Engineer's of Record certification to the Florida Department of Environmental Protection. The as-built survey level of detail shall be the same as shown in the contract drawings. If significant differences exist between the contract requirements and as-built conditions as evidenced by the survey, the differences shall be corrected and a new as-built survey made and submitted as before. Drawings shall be provided prior to the final inspection.

- (g) Record drawings shall be made available for Government review on a monthly basis at the job site. This monthly review of record drawings will be part of the monthly monetary progress review.

J-A-4 MISCELLANEOUS DOCUMENTATION (MAR 2014)

- (a) Documentation submitted under this clause shall not be submitted as shop drawings.
- (b) The Contractor shall submit an original and one copy of all correspondence, delivery tickets, soil compaction reports, contractor daily reports, concrete test reports, and welding certifications or other worker qualification certifications, to the Contracting Officer.
- (c) The Contractor shall submit an original and four copies of all other documentation (except shop drawings) pertaining to this contract, including asbestos abatement plans, to the Contracting Officer.
- (d) In the event of a conflict within this contract, the provisions of this requirement shall take precedence over any other contractual requirement pertaining to the number of copies to be submitted except for shop drawings which shall be submitted in accordance with Article J-A-2, Shop Drawings, set forth under this Attachment J-A.

J-A-5 PROGRESS SCHEDULES (MAR 2014)

Pursuant to FAR 52.236-15, entitled "Schedules for Construction Contracts," the Contractor shall:

- (a) Prepare the Progress Schedule using standard commercially available scheduling software or comparable format such as a bar chart approved by the Contracting Officer.
- (b) Submit the Progress Schedule, for approval by the Contracting Officer, at the Pre-Work Conference in four (4) copies. Include a copy of the electronic file if Progress Schedule is prepared using scheduling software. The approved initial progress schedule will be the baseline schedule for the project.
- (c) Include no less than the following information on the Progress Schedule:

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- (1) Major headings for primary project scope broken out in accordance with the Divisions and/or Sections of the project specifications.
- (2) Line item break-downs under each major heading sufficient to track the progress of the work.
- (3) A line item showing contract finalization tasks which includes Punch List, Clean-up and Demobilization, and Final Construction Drawings.
- (4) Appropriate level of detail under each line item or activity (compatible with the schedule of values) sufficient to track the cost and schedule performance, including scheduled vs. actual percentage complete for any given day within the contract performance period. (Progress schedules prepared using scheduling software shall include resource loaded activities [labor, material, and other resources), major deliveries, project milestones, etc.]. Bar Charts shall include, as a minimum, a materials bar and a separate labor bar for each line item.) Each element shall include the estimated cost and percentage weight of total contract cost. The labor element shall also show the number of workers expected to be working on any given date within the Contract Performance Period.
- (5) For projects involving the installation or modification of Fire Alarm systems, include at a minimum the following line items on the schedule of values:
 - a. Fire Alarm Rough-In Material
 - b. Fire Alarm Rough-In Labor
 - c. Fire Alarm Trim Material
 - d. Fire Alarm Trim Labor
 - e. Fire Alarm Preliminary Testing
 - f. Fire Alarm Final Testing
- (6) For projects involving the installation or modification of Building Controls (i.e. HVAC, Lighting, etc...) systems, include at a minimum the following line items on the schedule of values:
 - a. Controls Rough-In Material
 - b. Controls Rough-In Labor
 - c. Controls Trim Material

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- d. Controls Trim Labor
 - e. Controls Testing
- (7) Separate line items for Mobilization and Shop Drawing submittal and approval (these items are to show no associated costs).
- (8) The progress schedule or bar chart shall indicate the file date and status date (data date).
- (d) Update the progress schedule every **30 calendar days** throughout the contract performance period. All work that has not been completed in accordance with the previously approved schedule shall be rescheduled to reflect actual or planned progress based on the current status date. Submit four copies (and electronic file as applicable) to the Contracting Officer for approval. Progress schedule updates shall be submitted concurrently with progress payment requests.

J-A-6 STATUS REPORTS ON MATERIALS ORDERS (MAR 2014)

- (a) Within **30 days** after Notice to Proceed, the Contractor shall submit, for approval by the Contracting Officer, an initial Status Report on Materials Orders. This report will be updated and resubmitted every **30 days** as the status on materials orders changes.
- (b) The report shall list, in chronological order by need date, all materials orders necessary for completion of the Contract, including those orders placed by subcontractors as well as the Contractor. The following information will be required for each material order listed:
- (1) Material name, supplier, and invoice number.
 - (2) Bar Chart line item or CPM activity number affected by the order.
 - (3) Delivery date needed to allow all directly and indirectly related work to be completed within the Contract Performance Period.
 - (4) Current delivery date agreed on by supplier.
 - (5) When Item (b)(4) exceeds Item (b)(3), the effect that delayed delivery date will have on contract completion date.
 - (6) When Item (b)(4) exceeds Item (b)(3), a summary of efforts made by the Contractor to expedite the delayed delivery date to bring it in line with the needed delivery date, including efforts made to place the order (or subcontract) with other suppliers.

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J-A-7 NFS 1852.223-73 SAFETY AND HEALTH PLAN (NOV 2004) (MODIFIED)

The contractor, upon request by the Contracting Officer, shall submit a detailed site specific safety and occupational health plan in accordance with NPR 8715.3, NASA General Safety Program Requirements, Appendices and KNPR 8715.7 KSC Construction Contractor Safety and Health Practices Procedural Requirements. KSC-UG-2814, KSC Construction Contractor's Safety and Health Practices Users Guide, has a template the contractor should follow when preparing the site specific safety and occupational health plan. **Notice to Proceed with on-site work will be withheld pending approval of the site specific safety and health plan.**

The plan shall include detailed policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees and to ensure safe working conditions throughout the performance of the contract.

The plan shall address the policies, procedures, and techniques that will be used to ensure the safety and occupational health of the public, astronauts and pilots, the NASA workforce, safety and occupational health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts) and high-valued equipment and property.

The plan shall take into account all work to be performed on the awarded contract. This plan shall address how the Contractor intends to comply with 29 CFR 1926 Safety and Health Regulations for Construction, applicable sections 29 CFR 1910 Safety and Health Regulations for General Industry, applicable national consensus standards, NASA and KSC Safety and Health Regulations and requirements with regard to all safety and health issues that will be encountered on this project.

The plan shall similarly address subcontractor employee safety and occupational health for those subcontractors who will be performing work under the contract when one or more of the following condition apply: (Note: Contractors may not delegate overall site safety responsibility or authority for any personnel working under the provisions of this section to any subcontractor).

- (1) The work will be conducted completely or partly on premises owned or controlled by the government.
- (2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.
- (3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).
- (4) When the assessed risk and consequences of a failure to properly manage and control the hazards warrants use of the clause.

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The contractor shall submit a copy of their Log of Occupational Injuries and Illnesses that includes an annual summary of occupational injuries and illnesses (or equivalent) as described in Title 29, Code of Federal Regulations, Subpart 1904.5. If the Contractor is exempt by regulation from maintaining and publishing such logs, equivalent data in contractor's format is acceptable (such as loss runs from insurance carrier) which contains the data required. Data shall be compiled and reported by calendar year and the most recent summary shall be provided at the same time as the site specific safety and health plan.

The contractor shall also submit documentation containing the company's Experience Modification Rate (EMR), Days Away, Restricted or Transferred rate (DART), and Total Case Incident Rate for injury and illnesses (TCIR) for the past 3 years.

This site specific safety and health plan, as approved by the Contracting Officer, will be incorporated into the contract.

(End of clause)

J-A-8 STORMWATER POLLUTION PREVENTION PLAN (SWPPP) (MAR 2014)

The Contractor shall be responsible for providing a stormwater pollution prevention plan which contains pollution prevention measures, including erosion and sediment controls, in accordance with Federal and State regulations. The SWPPP must be submitted to the Government 14 days prior to any land disturbance. The Contractor shall abide by any and all National Pollutant Discharge Elimination System (NPDES) Construction Stormwater and Environmental Resource Permits obtained for this project.

J-A-9 LIFTING PLAN AND RIGGING PLAN (MAR 2014)

A detailed Lifting and Rigging Plan shall be submitted by the Contractor 14 days prior to lifting operations. Lifting operations include work performed on the NASA Causeway that requires the use of cranes or lifting equipment to include chokers, slings, and shackles used to move material, personnel, and equipment to/from heights in excess of 25 feet. One lifting and rigging plan may be submitted for multiple lifts using the same equipment by utilizing the most stringent applicable conditions. Four (4) copies of a detailed Lifting and Rigging Plan shall be submitted for approval to the Contracting Office using the attached form. The lifting plan shall address:

1. The specific crane(s) lifting and rigging equipment that will be on site
2. The maximum swing radius to be used and the degrees in relation to the crane, such as 360 degrees over the counterweight, etc.
3. A sketch of where the crane will be located in relation to where the loads will be situated

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4. The estimated maximum load weights
5. The type and weight of rigging to be used and how it will be configured
6. A copy of the crane capacity chart to be used
7. A copy of all crane deductions
8. Maximum crane boom to be used
9. Counterweight configurations
10. Certifications of the crane, operator, and rigging
11. Certifications of rigging personnel
12. General narrative description of lift operations, plan of approach, and safety measures to be implemented during the lifting operations

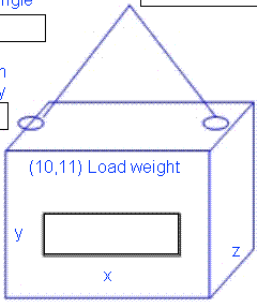
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Kennedy Space Center Lift Plan for Construction Contractors				
<p>This document is for use by construction contractors performing work for Kennedy Space Center. It is recommended for all lifts and will satisfy the lift planning requirements in accordance with OSHA and NASA regulations and contract requirements. A lift plan is <u>mandatory</u> when: 1) lifting personnel with a crane, 2) the load exceeds 75% of the crane's capacity in a given configuration, 3) the lift requires more than one crane, 4) during demolition when the actual weight or structural integrity of the load are in doubt, 5) when the operation is within a boom length of power lines, 6) when lifting over active work areas, occupied buildings, or public roadways, or 7) lifts of submerged or partially submerged objects. For further assistance, please contact the KSC Institutional Safety Office at 867-SAFE.</p>				
1. Company Name		Name and Signature of Person Preparing this Lift Plan		2. Date
3. Project Name and Job Location				
4. Load Description				
5. Crane Description - Type, Manufacturer, Model # <i>(multiple crane lifts require separate plan for each crane)</i>				
6. Lift Description <i>(attach diagram of lift and load placement)</i>				
LOAD			CRANE (continued)	
7. Load Condition <i>(describe)</i>			27. Radius at Set-down	
8. Known Center of Gravity? <i>(Attach diagram)</i>			28. Capacity at minimum boom angle / maximum radius <i>(Attach copy of actual load chart used)</i>	
9. Source of Load Weight <i>(attach a copy of drawings, calculations, bill of lading, etc.)</i>			29. Maximum load on crane for this lift (Gross Load from Block 20)	
10. Load Weight Empty		lbs	30. Percentage of the crane's rated capacity in this configuration	
11. Weight of Load Contents / Fluids		lbs	JIB/FLY	
12. Weight of Auxillary Block		lbs	31. Erected _____ Stowed _____ Stored _____	
13. Weight of Main Block		lbs	32. If jib / fly is used: Length = _____ Angle = _____	
14. Weight of Lifting Beam (See Block 50)		lbs	33. Rated capacity of jib / fly from chart = _____	
15. Weight of Slings / Shackles / Other Rigging (See Blocks 42 thru 52)		lbs	34. Weight of Jib if installed but not in use	
16. Deduction for Jib / Fly (if applicable) (See Block 34)		lbs	CRANE SETUP/OTHER CONSIDERATIONS	
17. Weight of Hoist Rope (if applicable)		lbs	35. Soil conditions / level / underground hazards / Crane mat required?	
18. Weight of Auxillary Head/Rope (if applicable)		lbs	36. Outriggers (full / partial) / pads / matting / on rubber? <input type="checkbox"/> Yes <input type="checkbox"/> No	
19. Additional Deductions (list if applicable)		lbs	37. Buildings, equipment, or structure to lift / swing over?	
20. Gross Load (Add Block 10 thru 19)		lbs	38. Travel required? <input type="checkbox"/> Yes <input type="checkbox"/> No	
CRANE			39. Working quadrants / swing restrictions?	
21. Boom Configuration			40. High voltage / electrical hazards/other hazards?	
22. Boom Length		ft	41. Other Considerations? (Head room, winds, taglines, traffic, etc.) Add to Block 6	
23. Counterweight		lbs	RIGGING	
24. Boom angle at Pick-up		°	42. Slings (number, size, type)	
25. Radius at Pick-up		ft	43. Slings rated capacity per configuration (See Block 45)	
26. Boom angle at Set-down		°	44. Total Weight of slings	
			lbs	

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RIGGING (continued)		REQUIRED ATTACHMENTS
45. Hitch (vertical, basket, choker) Sling Configuration Angle _____ deg		53. Load placement diagram showing location of pick & final place points <input type="checkbox"/>
46. Shackles (number, size)		54. Rigging diagram with sling angles, expected loads, & load CG <input type="checkbox"/>
47. Shackles rated capacity		55. Photocopy of actual load charts used to calculate crane capacity <input type="checkbox"/>
48. Total Weight of Shackles	lbs	56. Rigging certifications <input type="checkbox"/>
49. Spreader Beam/Other rigging required? (Type, Size, Capacity)		57. Rigging load limit charts (Safe Working Load Limit) <input type="checkbox"/>
50. Weight of Spreader Beam/other rigging	lbs	58. Crane certification (Annual/Daily Checklist) <input type="checkbox"/>
51. Connection to Load capacity each (lugs, bollards, pad eyes, none)		59. Operators certification <input type="checkbox"/>
52. Total Weight of all rigging (Add lines 44, 48, 50 and 51)	lbs	60. Rigger qualification document(s) <input type="checkbox"/>
		61. Narrative of lift procedures (See item 6) <input type="checkbox"/>
		62. Source of load weight (See Items 8 & 9) <input type="checkbox"/>
		63. Others _____ <input type="checkbox"/>
I certify that all information contained herein has been reviewed for accuracy and correctness.		
Submitting Official Signature	Name & Title	Date
FOR NASA USE ONLY (please initial)		
Institutional Safety:	Accept:	Accept with Changes: Not Accepted:
Lifting Device's Equipment Manager:	Accept:	Accept with Changes: Not Accepted:
Contracting Officer:	Approve:	Disapprove:
<p style="text-align: center;">Instructions for Kennedy Space Center Lift Plan for Construction Contractors</p> <ol style="list-style-type: none"> 1. Name of contractor performing the lift. Include name of person preparing this lift plan. 2. Date lift plan was prepared. 3. Project name and actual location of lift. 4. Describe the load and any special considerations. 5. Self-explanatory. 6. Brief description of pickup and placement of load. Attach diagrams as necessary. 7. Describe the load and any special considerations (e.g., dry, solid, filled with liquid, empty, stable, unstable, etc.). 8. Is the load's center of gravity known? If so where is it documented? Attach diagram. (On Lift Plan Worksheet) 9. Document the source of load weight (e.g., drawings, calculations, bill of lading, etc.). 10. - 18. Self-explanatory. (On Lift Plan Worksheet) 19. List all additional deductions and weights. 20. Add Block 10 through Block 19. (On Lift Plan Worksheet) 21. Describe boom configuration. Refer to manufacturer's terminology. 22. - 27. Self explanatory. (On Lift Plan Worksheet) 28. Crane's rated capacity at minimum boom angle / maximum radius. Figure worst case between pick and place. 29. Copy Gross Load from Block #20. 30. Block #29 divided by Block #28. 31. Check to indicate jib / fly erected, stowed, or stored off the crane. 32. If the Jib is used, enter the length of the boom in feet and the angle in degrees. (On Lift Plan Worksheet) 33. List the Jib capacity from the Fly from chart. 34. The weight of the jib if it is installed on the boom but is not being used during the lift. (On Lift Plan Worksheet) 35. Describe site, soil, stability conditions and any underground hazards or concerns. 36. Describe outrigger setup and required matting if applicable. (On Lift Plan Worksheet) 37. Describe considerations for buildings, structures, or equipment which will be under the load during the lift. 38. Describe crane travel with load on the hook if required. 39. Describe planned crane working quadrant(s) and any swing restrictions. 40. Describe any electrical hazards or concerns in close proximity to the crane. 41. Describe other considerations of note such as restricted head room, use of taglines, reduced wind limitations, traffic control, etc. 42. Describe slings to be used. 43. In the planned configuration, list the maximum rated capacity the sling can lift in lbs. (On Lift Plan Worksheet) 44. The weight of the sling to be used. 45. The type of hitch to be used and its sling configuration angle (choker, vertical, basket). (On Lift Plan Worksheet) 46. Describe shackles to be used, number and size. 47. The maximum rated capacity each shackle can lift in lbs. 48. The total weight of all shackles used. 49. List Spreader beam / other rigging used. State type, size, and capacity. 50. Self explanatory. 51. Self explanatory. (On Lift Plan Worksheet) 52. The total weight of all rigging that will be used. 53. - 63. Self explanatory. 		

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Lift Planning Worksheet	
<div style="margin-bottom: 10px;">17. Aux Hoist / Whip Line Not in Use <div style="border: 1px solid black; height: 15px; width: 100%;"></div></div> <div>12. Hook / Overhaul Ball Wt. <div style="border: 1px solid black; height: 15px; width: 100%;"></div></div>	<div style="margin-bottom: 10px;">43. Sling Capacity <div style="border: 1px solid black; height: 15px; width: 100%;"></div></div> <div>45. Sling Angle <div style="border: 1px solid black; height: 15px; width: 100%;"></div></div> <div>49. Rigging Attach Point Capacity <div style="border: 1px solid black; height: 15px; width: 100%;"></div></div> <div style="text-align: center; margin-top: 10px;"><p>(10,11) Load weight</p></div> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;">(8) Load COG x _____ y _____ z _____</div> <div style="margin-top: 10px;">32. Jib Extension Length <div style="border: 1px solid black; height: 15px; width: 100%;"></div></div> <div style="margin-top: 10px;">32. Jib Extension Offset <div style="border: 1px solid black; height: 15px; width: 100%;"></div></div> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;">Hoisting Point <input type="checkbox"/> Main Boom <input type="checkbox"/> Extension <input type="checkbox"/> Jib <input type="checkbox"/> Aux Boom Head</div> <div style="margin-top: 10px;">17. Boom Point Elevation <div style="border: 1px solid black; height: 15px; width: 100%;"></div></div> <div style="margin-top: 10px;">24. Boom Angle <div style="border: 1px solid black; height: 15px; width: 100%;"></div></div> <div style="margin-top: 10px;">24. Pick <div style="border: 1px solid black; height: 15px; width: 100%;"></div></div> <div style="margin-top: 10px;">26. Set <div style="border: 1px solid black; height: 15px; width: 100%;"></div></div> <div style="margin-top: 10px;">17. Parts of Line <div style="border: 1px solid black; height: 15px; width: 100%;"></div></div> <div style="margin-top: 10px;">22. Max Boom Length <div style="border: 1px solid black; height: 15px; width: 100%;"></div></div> <div style="margin-top: 10px;">25. Load Radius at Pickup <div style="border: 1px solid black; height: 15px; width: 100%;"></div></div> <div style="margin-top: 10px;">13. Load Block Weight <div style="border: 1px solid black; height: 15px; width: 100%;"></div></div> <div style="margin-top: 10px;">27. Load Radius at Set <div style="border: 1px solid black; height: 15px; width: 100%;"></div></div> <div style="margin-top: 10px;">23. Counterweight and Configuration Designation <div style="border: 1px solid black; height: 15px; width: 100%;"></div></div> <div style="margin-top: 10px;">36. Outrigger Position <input type="checkbox"/> Full <input type="checkbox"/> Mid <input type="checkbox"/> Retracted <input type="checkbox"/> On Tires</div> <div style="margin-top: 10px;">52. Rigging Weight <div style="border: 1px solid black; height: 15px; width: 100%;"></div></div>

Refer to operator's manual and all notes and warnings for crane-specific information

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Load Weight Field Verification			
Lift	Equipment Item	Weight	Crane Operator's Verification (Name & Initials)
1			
	Total Weight: Maximum Radius:		
2			
	Total Weight: Maximum Radius:		
3			
	Total Weight: Maximum Radius:		
4			
	Total Weight: Maximum Radius:		
5			
	Total Weight: Maximum Radius:		

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ATTACHMENT J-B – KSC PROJECT SPECIFIC REQUIREMENTS

**KENNEDY SPACE CENTER PROJECT SPECIFIC REQUIREMENTS APPLICABLE TO ALL
WORK PERFORMED UNDER THIS CONTRACT**

The Kennedy Space Center project specific requirements supporting Contract Section I are identified in this Attachment J-B. Nothing contained in this Attachment J-B shall relieve the Contractor from complying with other requirements of this contract, which are not identified and described in this Attachment J-B. All costs associated with the requirements of this Attachment J-B are included in the firm-fixed price of this contract.

**J-B-1 UTILITY OUTAGE, ENERGIZED ELECTRICAL WORK, ELECTRICAL
HAZARD ANALYSIS, AND EXCAVATION PERMITS (MAR 2014)**

(a) Utility Outage Requests and Electrical Work Permits

- (1) Utility Outage Requests: All outages required during the prosecution of work which affects utility systems, such as electrical, water, fire detection and protection systems and air handling systems will require permits. Work shall be scheduled to hold outages to a minimum. Request for utility outage permits shall be made in writing to the Contracting Officer at least fourteen (14) working days in advance of the time required. The request shall state the system involved, area involved, approximate time of outage, and the nature of the work involved. The fact that the Contractor requests an outage for a specific time period does not necessarily mean that the outage will take place. Due to the nature of the operations at Kennedy Space Center, the Contractor probably will not know until the day before the requested date if the outage will take place as scheduled. All outages will take place outside regular working hours. The Contractor will not be entitled to additional payment for working irregular hours due to outages.
- (2) Electrical Work Permits: Prior to beginning work on an electrical system under an approved outage, the Contractor shall obtain an executed Work Permit (form number KSC-26-400NS) from the Institutional Services Contractor, and then execute complex lockout/tag-out procedures for all Work Permit related work as follows:
 - a. The Contractor's employee in charge of the required lockout/tag-out shall be present at the time the Government switches high-, medium-, or low-voltage circuits under Government access control which are to be locked and tagged out by the Contractor. The Contractor shall coordinate with the Contracting Officer's Representative (COR) for the required switching period time and date. Due to KSC operational considerations the switching period time and date may be at any time, and outside of normal working hours or work days.
 - b. Once Government switching is complete the Contractor's employee in charge of the lockout/tag-out shall sign the Work Permit and immediately install the required OSHA compliant lockout / tag-out on the required switching device(s). Once installed the Contractor's employee in charge of the lockout/tag-out shall individually note the locations of the locks and tags on the Work Permit form.

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- c. A lockout/tag-out lock box shall be used for all such lockout / tag-outs. The key(s) from the lock(s) installed by the Contractor's employee in charge of the lockout/tag-out shall be placed in the box and the employee in charge shall place an additional personal lock on the lock box to secure the keys inside. Lock box shall be kept at the work site and all other Contractor employees shall attach their personal lockout/tag-out on this box at any time they are working on the applicable equipment.
- d. At the start of the first standard work period following the lockout/tag-out of a Government switched circuit for which a Work Permit is issued, the Contractor's employee in charge of the lockout/tag-out shall complete the required lockout/tag-out (lock box) procedures. Immediately upon completing the lockout/tag-out the Contractor shall verify no voltage is present on all circuit conductors using suitable testing equipment, safe work practices, and all required personal protective equipment. All other circuit safeguards such as grounding shall occur immediately after the voltage test and each safeguard shall be individually recorded on the Work Permit.

(b) Energized Electrical Work and Hazard Analysis

- (1) Live parts to which an employee might be exposed shall be put into an electrically safe work condition before an employee works on or near them, unless the employer can demonstrate that de-energizing introduces additional or increased hazards or is infeasible due to equipment design or operational limitations. If live parts are not placed in an electrically safe work condition (i.e., due to increased or additional hazards or infeasibility), work to be performed shall be considered energized electrical work. Safety plans, job hazard analysis, and work practices for work on or in proximity to energized parts shall be in accordance with KNPR 8715.7, KSC Construction Contractor Safety and Health Practices Procedural Requirements.

(2) Electrical Hazard Analysis:

Arc-flash and shock prevention personal protective equipment (PPE) is required for all energized electrical work and where energized or exposed live parts may not be present, but a potential hazard exists including: manhole or cable vault/tray insulated cable inspections, circuit breaker or switch operation, and de-energized voltage checks to electrically safe equipment.

The Contractor shall provide a qualified electrical safety professional to perform an arc-flash and shock hazard analysis in accordance with NFPA 70E for all such electrical work. The analysis shall be submitted with the Contractor's Site Specific Safety Plan (SSSP) and referenced in any applicable Job Hazard Analysis (JHA). The safety professional shall perform and review a power system analysis using computer software specifically designed for the purpose to determine short circuit levels and arc flash hazard incident energy at all locations to be worked on by the Contractor. Table 130.7(C)(9) in NFPA 70E may be used in lieu of calculations when all applicable general notes for the table apply.

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The Government will provide source short circuit levels and clearing times for Government operated electrical source equipment as well as any applicable design information. The analysis shall include a table summarizing the results of the analysis with the following information for each location or piece of equipment:

- i. Protective Device Name
- ii. Protective Device Clearing Time
- iii. Maximum Voltage
- iv. Calculated Bolted Three Phase Fault Level
- v. Calculated Bolted Ground Fault Level
- vi. Calculated Minimum Arcing Fault Level
- vii. Arc-Distance if applicable for the calculation
- viii. Employee Working Distance
- ix. Calculated Arc-Flash Boundary
- x. Calculated Maximum Arc-Flash Incident Energy
- xi. Arc-Flash PPE Category
- xii. Shock Prevention PPE Insulating Class
- xiii. Limited Approach Boundary
- xiv. Restricted Approach Boundary
- xv. Prohibited Approach Boundary

- (3) Electrical Manhole / Vault Confined Space Requirements: Reference KNPR 8715.7, KSC Construction Contractor Safety and Health Practices Procedural Requirements. During the site specific safety plan submittal phase, the Contractor shall complete a hazard evaluation of confined space(s) ensuring all hazards associated with the space or that may be introduced to the space have been identified and mitigated. The Contractor's designated safety professional shall coordinate with the Contracting Officer's Representative (COR) to complete a confined space hazard assessment (KSC Form 28-750NS) in accordance with KNPR 1840.19 for each confined space, and to schedule a job-site inspection meeting with KSC Environmental Health and Safety personnel. Within 35 calendar days after this meeting the COR will provide a confined space hazard assessment to the Contractor. This

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assessment must be complete prior to any manhole entry and will be used in generating the confined space entry permit(s) required for the project.

The contractor shall provide supplementary lighting for all manhole work.

(c) Excavation Permits:

The Contractor shall request and obtain excavation permit(s) prior to performing any excavation. KSC Form 26-312V3 NS, Utility Locate/Excavation Permit Request, shall be prepared by the Contractor and submitted to the Government for approval at least 15 working days prior to the planned excavation date. The Contractor shall comply with the requirements of the Institutional Base Support Contractor's "Utility Locate / Excavation Permit Procedure" ENG-I-MP07 (latest revision), in the preparation, submission and use of the permit(s).

J-B-2 FIRE PROTECTION AND REQUIRED PERMITS (MAR 2014)

The KSC Fire Department will provide fire suppression, inspection and rescue services to the Contractor as necessary. The Contractor shall:

- (a) Provide approved fire extinguishers of appropriate type for hazards involved.
- (b) Report all fires to the Fire Service at 867-7911 or 867-1911.
- (c) Comply with all requirements of KHB 1710.2C Section 504 (Heat Producing Devices) and NSS 1740.11 "NASA Safety Standard for Fire Protection" Section 702 and Chapter 8 for work performed at the Kennedy Space Center.
- (d) Provide a fire watch in accordance with Federal OSHA Safety and Health Standards 29 CFR 1926.352/1910.252 when required by the welding and burning permitting official.
- (e) Prevent false fire alarms by providing 24-hour advance notice to the Contracting Officer's Representative (COR) when construction activities in areas protected by fire alarm and/or detection systems may produce airborne particulates (smoke or dust) caused by construction activities such as painting, stripping, cutting drywall or concrete, sandblasting, and/or removing raised floor panels.
- (f) Request permits for all welding and burning operations. Requests for these permits shall be made in writing to the Government at least seven (7) working days in advance of the time required.
- (g) Report in the Contractor's Safety and Health Plan in accordance with NFS 1852.223-73 how it intends to comply with the above requirements.

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J-B-3 PERMANENTLY INSTALLED SAFETY SYSTEMS (MAR 2014)

- (a) The Contractor shall protect and in no way interrupt the service of any installed safety systems or personnel safety devices.
- (b) In the event that the Contractor requires entrance into systems serving safety devices, the Contractor shall obtain prior approval from the Contracting Officer. In the event the Contractor determines that it is necessary to temporarily remove or render inoperable any personnel safety devices in order to accomplish contract requirements, the Contractor shall provide alternate means of protection prior to removing or rendering inoperable any permanently installed safety devices or equipment and shall obtain prior approval of the Contracting Officer.

J-B-4 BREATHING AIR COMPATIBILITY (MAR 2014)

- (a) The contractor shall take precautions to assure that connectors used in contractor-supplied breathing air systems are incompatible with connectors present on either KSC gas systems or on contractor supplied systems that are used to supply non-respirable gases. KSC-STD-Z0008, 'Standard for Design of Ground Life Support Systems and Equipment', establishes requirements for connectors to be used in KSC facility breathing air and non-respirable gas systems. Facility breathing air systems located at KSC/CCAFS are to use a Hansen 3/8 inch quick disconnect as a breathing air distribution interface. KSC facility non-respirable gas systems are to use 1/4 inch quick disconnects for gas distribution interfaces. Although most facility systems were designed in accordance with this standard, there are nonconforming locations at KSC/CCAFS.
- (b) The Contractor may use KSC facility breathing air systems, if available at the work location. The contractor shall perform a pre-work site inspection to identify coupling types in use at the work location before mobilizing or using any breathing air equipment. The contractor shall also submit a written certification to show the contractor's breathing air system has been recently inspected and meets Grade D breathing air standards. Alternately, the contractor may arrange for on-site testing of contractor-supplied breathing air by the Government at least five days prior to start of work. In addition, the contractor shall also provide a work site evaluation for the NASA Safety Office to review before using any breathing air system. The breathing air test and the safety inspection can be coordinated through the Contracting Officer, and will be at no cost to the contractor.
- (c) The contractor shall tag or label connector ends of all lines and flexible hoses of contractor-provided breathing air or non-respirable gas distribution systems. The tags or labels will clearly identify the contents of the lines or hoses.
- (d) The contractor shall provide a description of the steps taken to comply with the requirements of this clause in their safety plan submittal.

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J-B-5 TRAFFIC RESTRICTIONS (MAR 2014)

- (a) The Contractor will not move oversized loads and/or slow moving vehicles on established roads within the Kennedy Space Center from 6:30 A.M. to 8:30 A.M. and 3:30 P.M. to 5:30 P.M. on week days. Other than the above restricted hours, the Contractor may move oversize and/or slow moving vehicles to the work site provided all requirements of the Florida State Highway Department have been met.
- (b) Movement of any Contractor vehicle in excess of maximum width, height and length specified by Florida Statutes Chapter 316 shall be accompanied by the Contractor's designated Convoy Commander. The Contractor's Convoy Commander shall be totally responsible for the oversized vehicular movement to include making a physical inspection for possible obstructions along the intended route and obtaining all required special permits.

J-B-6 STORAGE AND PROTECTION OF MATERIAL TO BE RE-USED (MAR 2014)

All items of material to be removed and re-installed by the Contractor shall be protected during removal and stored in a manner such that the material will not be damaged during removal or storage. Any material designated for re-use, which is not suitable due to the Contractor's damage, will be replaced by the Contractor at no additional cost to the Government.

J-B-7 MAINTENANCE OF GOVERNMENT EQUIPMENT (MAR 2014)

- (a) Government systems and equipment in the Contractor's work area may require servicing, maintenance, or modification by Government support contractors during the contract performance period. This maintenance activity may include work on systems, including underground utilities, that connect with Contractor installed systems and equipment. The Contractor shall allow the Government support contractors into his work area to perform the maintenance work.
- (b) Existing systems and equipment require periodic maintenance that cannot be readily defined in terms of frequency and duration. This maintenance will be coordinated with the Contractor through the Contracting Officer, and will be performed on a non-interference basis as much as possible. The Contractor shall notify the Contracting Officer regarding any uncoordinated maintenance activity.
- (c) The Contractor shall arrange and conduct a joint pre-operations briefing with Government support contractor personnel on each occasion that the support contractor requires access to the contractor's work area. The Contractor shall take the following steps as required to prevent collateral damage to, or interference with, Contractor installed systems and equipment.
 - (1) Verify the scope and limits of the support contractor's planned maintenance activity.
 - (2) Advise the support contractor regarding the scope of the Contractor's work that may be affected by the maintenance activity, including specific locations and dimensions of

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planned or installed facilities, systems and equipment. Notify the Contracting Officer immediately regarding any resulting conflicts or interferences.

- (3) Ensure that temporary barriers or protective measures are provided as needed to protect Contractor installed work and preserve job-site safety.

The Contractor shall notify the Contracting Officer immediately regarding any issues that cannot be resolved with the support contractor.

J-B-8 AVIATION OBSTRUCTION LIGHTS (MAR 2014)

The Contractor will provide at least two Aviation Red Obstruction Lights or two High Intensity White Obstruction Lights on all structures over 100 feet above ground level. All construction cranes/booms shall be lighted regardless of height. Lights must be constructed and installed in accordance with U.S. Department of Transportation, Federal Aviation Administration publication AC 70/7460-1F (as revised), Chapter 4, paragraph 15, subparagraph e. Lights will be operated during all periods of reduced visibility, between sunset and sunrise, and as directed by the Contracting Officer.

J-B-9 INTERFERENCES AND COORDINATION OF WORK (MAR 2014)

- (a) The Contractor shall coordinate construction layout, systems configuration and work scheduling to avoid interference's between the various construction trades and their installations. Interferences and obstructions resulting from lack of Contractor coordination shall be corrected by the Contractor as approved by the Contracting Officer. All components, fittings and reworking necessary for such corrections shall be provided by the Contractor at no additional cost to the government. Dimensions shown for existing work, and all dimensions required for work that is to connect to existing work, shall be verified by the Contractor by actual field measurement of the existing work. Any work at variance with that specified or shown in the drawings shall not be performed by the Contractor until approved in writing by the Contracting Officer.
- (b) To the extent possible, the as-built dimensions of all new work shall be verified by actual field measurement prior to ordering or fabricating mechanical, electrical, or specialty equipment and materials to be installed. If such field measurement is not possible, then the contract drawings and applicable shop drawings shall be checked by the contractor for dimensional accuracy prior to ordering or fabricating equipment and materials to ensure proper fit for field installation.
- (c) The Contractor shall be responsible for correction of all field fitup problems and interferences which could have been avoided by field measurement or drawing checks prior to equipment fabrication.

J-B-10 RESTORATION OF GRASSED AREAS DISTURBED BY CONSTRUCTION (MAR 2014)

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The Contractor shall, prior to completion of the contract, grass all areas disturbed by construction activities by seeding and mulching or, when erosion may occur, by sodding, except where specifically directed otherwise in the drawings and specifications.

J-B-11 TEMPORARY CONSTRUCTION TRAILERS (MAR 2014)

- (a) The Government will provide a location for temporary office and/or storage facilities if needed for performance of on-site work under this contract. Specific location(s) at or reasonably close to the work site will be identified at the pre-work conference. The contractor is responsible for providing his own telephone service and for making his own connections to KSC utility services, if provided for under Article I.11, KSC On-Site Facilities and Services.
- (b) All temporary facilities must be structurally sound, in roadworthy condition, and shall be installed and anchored in accordance with KSC-PLN-1904, Trailer/Equipment Tie Down Plan for the John F. Kennedy Space Center; or Rules of Department of Highway Safety and Motor Vehicles, Division of Motor Vehicles Chapter 15C-1, whichever is more stringent. Copies of the standards will be made available to the contractor at the pre-work conference. The contractor shall provide written certification of compliance for all temporary facilities to the Contracting Officer within three days of installation. Any facilities that fail to meet these requirements shall be immediately removed from Government property.
- (c) All temporary facilities shall be removed from government property within two weeks following final acceptance of work performed under this contract.

J-B-12 CONFINED SPACE WORK REQUIREMENTS (MAR 2014)

- (a) Special requirements, coordination, and precautions will apply to any contract work taking place in confined spaces. Each contractor contracted to perform work in confined spaces is required to provide a written program for such work as part of its health and safety plan which is consistent with the requirements of 29 CFR 1910.146. For work in telecommunications manholes, provisions of 29 CFR 1910.268(o) are also applicable. The contractor shall coordinate any such work in confined spaces with the KSC Environmental Health Support Contractor, KSC Fire Services Support Contractor, and any other resident government or contractor organization whose employees may have access to the work location. The provision of Environmental Health services by the government does not prohibit the contractor from providing their own atmospheric testing. Government provided services include environmental health monitoring and consultation support for testing of atmospheres in confined spaces as well as fire rescue and emergency medical services.
- (b) Entry into and work in confined spaces shall be in accordance with the requirements of KNPR 1820.4, "KSC Respiratory Protection Program," KNPR 1840.19, "KSC Industrial Hygiene Handbook," and all other applicable clauses of this contract.
- (c) Confined spaces, which contain water, shall be pumped out by the contractor prior to

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scheduling a confined space entry check.

- (d) In addition to the requirements set forth above, the Contractor shall notify and obtain approval from the Power Coordinator, telephone 321-867-7300, and/or from Communications Control, telephone 321-867-4141, respectively, prior to performing work in electrical and/or communications manholes.

J-B-13 TESTING OF CONSTRUCTION MATERIALS (MAR 2014)

Tests of construction materials indicated to be performed by the Contractor shall be accomplished by the Contractor utilizing the services of an acceptable independent testing laboratory.

J-B-14 AFFIRMATIVE PROCUREMENT (MAR 2014)

Affirmative Procurement (AP) is the purchase of environmentally friendly products and services (i.e. products made from recycled or recovered materials). Federal agencies, their Contractors and subcontractors are required to maximize the purchase materials on the list of “EPA Designated Guideline Items” with the minimum recycled or recovered materials content whenever practicable according to RCRA 6002 and EO 13101. The requirements of RCRA 6002 include the following:

“The decision not to procure such items shall be based on a determination that such procurement items:

- (A) are not reasonably available within a reasonable period of time
- (B) fail to meet the performance standards set forth in the applicable specifications or fail to meet the reasonable performance standards of the procuring agencies and/or
- (C) are only available at an unreasonable price.

Any determination under subparagraph (B) shall be made on the basis of the guidelines of the National Institute of Standards and Technology in any case in which such material is covered by such guidelines.”

The Contractor shall provide AP approved items as specified within the contract documents. Submittals for AP items shall be provided for approval in accordance with Shop Drawing provisions. If the Contractor proposes to substitute an item that does not conform with AP requirements, the applicable Shop Drawing shall be accompanied by KSC Form 8-69, Contractor Request to Use Nonconforming Parts or Material (*Deviation/Waiver Request*) identifying the reason for the proposed substitution.

Non-conforming items without approved D/W’s will be rejected and the contractor shall be responsible for any costs and schedule impacts associated with replacing such non-conforming items at no additional cost to the Government.

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At the conclusion of the project, the Contractor shall provide the Contracting Officer (CO) with a report itemizing all AP items used.

Detailed information on the EPA AP specified/approved products and manufacturers providing these products is available at www.epa.gov/cpg/products.htm.

J-B-15 SPILLS (MAR 2014)

The Contractor shall make all reasonable and safe efforts to contain and control any spills or releases that may occur. The Contractor shall immediately report (by phone) any occurrence of a pollution incident or spill, first to the Emergency 911 (321-867-7911 from a non 867/861 exchange), then to the Contracting Officer (CO). The Contractor shall document the incident or spill on KSC Form 21-555, "Pollution Incident Report," and submit it to the CO and NASA Environmental Assurance Branch (EAB), TA-B1B, within 24 hours of the incident.

The Contractor shall provide spill response materials to contain and control spills including, but not limited to, containers, absorbent material, shovels, and personal protective equipment. Spill response materials shall be available at all times in which materials/wastes are being handled or transported. Spill response materials shall be compatible with the type of material being handled.

The KSC Spill Cleanup Team will be responsible for the final cleanup and validation of a spill or release.

The Contractor's prompt action to minimize the impacted area and to timely report any occurrence will increase the Spill Cleanup Team's ability to complete the spill cleanup and therefore reduce the Contractor's liability for a larger cleanup.

J-B-16 WEEKLY STATUS MEETING (MAR 2014)

The Contractor shall attend a weekly progress/status meeting to be scheduled by the Contracting Officer for the purpose of determining progress status, delaying factors, material delivery schedules, and status of shop drawing submittals. In addition, a representative of each first tier subcontractor may be required to be present for the conference.

J-B-17 SUPERINTENDENT ASSIGNMENT (MAR 2014)

Full time Superintendent: Pursuant to clause 52.236-6, entitled "Superintendence by the Contractor," the contractor shall assign a superintendent, on the contractor's payroll, who will be 100 percent committed to superintending the work required by this contract. The superintendent shall not fill any other positions in performance of this contract or any other concurrent contract. One or more alternate superintendents, each with full authority to supervise the work, shall be designated in writing and approved by the Contracting Officer. The superintendent or an alternate shall be physically present at each work site at all times during performance of the contract and until the work is completed and accepted.

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The individual(s) appointed as superintendent(s) shall complete the OSHA 10 hour Construction Course prior to starting any field work on the project. The class shall be taught by an authorized provider of the course (e.g., United Safety Council, Florida Safety Council) and be attended in person. The appointed superintendent(s) shall provide the course completion certificate to the government stating the required training and testing was satisfactorily completed and the date of completion. The course completion date shall not be greater than 5 years from the start of the contract.

J-B-18 MATERIAL SAFETY DATA SHEETS (MSDS) SUBMITTAL/CHEMICAL INVENTORY REPORTING AND MANAGEMENT (MAR 2014)

The Contractor shall provide a complete and accurate list, accompanied by the applicable Material Safety Data Sheets (MSDS), of all materials and chemicals listed on the Consolidated List of Chemicals Subject to the Emergency Planning and Community Right-To-Know Act (EPCRA) and Section 112(r) of the Clean Air Act that will be stored onsite and/or used in the execution of this contract, regardless of the quantity. This information shall be provided to the Contracting Officer (CO) prior to the time of delivery of the materials and chemicals to the site. This inventory is to be updated and resubmitted to the CO on a monthly basis. All inventory reporting is to be completed on the Chemical Inventory for Construction Projects at Kennedy Space Center Form (8-313NS). Appropriate labels and MSDS shall be provided for all chemical shipments.

J-B-19 WASTE CHARACTERIZATION (MAR 2014)

KSC Form 26-551 "Process Waste Questionnaire" (PWQ) shall be prepared and processed for all waste streams generated during the execution of this project in accordance with article entitled "**Hazardous Wastes**".

J-B-20 PERMIT REQUIREMENTS (MAR 2014)

No on-site work will be allowed until the appropriate State and Federal issuing agencies issue all required permits. The government is responsible for obtaining and providing all required permits except as specified below. Permits required may include, but are not limited to, air construction, dewatering, borrow pit, potable water, sanitary sewer, stormwater, National Pollutant Discharge Elimination System (NPDES) and wetlands. The following permits are known to be required for this project:

Water

The Contractor is responsible for obtaining the following permits, if required, before beginning work on the subject systems:

- FDEP/Brevard County Onsite Sewage Treatment and Disposal System Construction/Permit Abandonment
- FDEP/Brevard County Well Construction/Abandonment Permit.

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The Contractor shall comply with the terms and conditions of these permits. The Contractor shall provide copies of these permits as well as copies of all documentation submitted as part of the application process to the NASA Environmental Assurance Branch (EAB), TA-B1B through the Contracting Officer (CO) as delineated in contract documents or as directed by the CO.

The Contractor shall not begin construction before receiving all Federal, State, and local construction permits as indicated in this section. Included in adherence thereto is compliance with all conditions of the permit as well as requirements given in the laws, ordinances, and regulations. The Contractor shall be responsible for payment of any fines from government agencies resulting from the Contractor's failure to adhere to all identified permit conditions and agency regulations. These shall include, but are not limited to, material and construction standards, environmental protection, certifications, notifications, and monitoring requirements.

Upon issuance of the Notice to Proceed, the CO shall make copies of all Government provided permits with conditions related thereto available to the Contractor. The Contractor shall keep copies of the permits and related materials such as drawings.

J-B-21 HAND EXCAVATION (MAR 2014)

Contractor shall hand dig a pilot trench to locate existing utilities before motorized equipment is used in the areas shown, but not limited to, on the drawings as 'Utility Conflict Area'. Excavation in areas within five (5) feet of all existing utilities shall be by hand.

J-B-22 ABRASIVE BLASTING AND PAINTING (MAR 2014)

To the maximum extent possible, abrasive blasting and painting shall be performed before materials are delivered to KSC. A National Association of Corrosion Engineers (NACE) inspection report shall be provided to the Contracting Officer (CO) one (1) week prior to delivery of hardware painted offsite. Where field operations at KSC/CCAFS are required by contract documentation, the Contractor shall perform the operations in accordance with the following:

ABRASIVE BLASTING

Operations for paint/coating removal or other corrosion control activities involving the use of abrasive blasting to prepare surfaces shall not be allowed to contaminate soil or surface waters. To ensure this, the Contractor shall do the following:

- a. Provide tarpaulin drop cloths, windscreens, and other means necessary to enclose abrasive blasting operations to confine and collect dust, abrasive, agent, paint chips, and other debris.
- b. Collect, sample and dispose of in accordance with "disposal" paragraph all material removed and/or generated, including coating materials and blast media.

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- c. Protect storage areas for blast media and blast debris from the natural elements to prevent contamination.

EXTERIOR PAINTING

When painting exterior surfaces, the Contractor shall implement measures in the paint application process to minimize the amount of overspray that is created on a project. Drop cloths or similar containment shall be used to prevent paint from coating ground surfaces.

The Contractor shall implement measures to contain any overspray that may be generated as a result of a painting operation. The Contractor shall also implement measures to prevent rainfall and runoff from contacting items such as painting supplies, paint equipment, empty paint cans, etc., which may have paint residue in or on them.

The contractor shall take precautions to protect all Government hardware from contamination or damage during sandblasting and painting operations. The Contracting Officer or representative shall approve the method of protection. The contractor shall be responsible for any and all claims arising from painting or overspray or overblasting. In addition, the contractor shall be responsible for any repairs to damaged property, and for the collection, removal and disposal of the oversprayed or overblasted materials. The Government will make no additional payments for overspraying or overblasting by the Contractor.

USE OF WATER – WATER BLASTING

The process of preparing certain surfaces, mainly the exteriors of buildings and structures, before the application of surface coatings may incorporate the use of water. These preparation activities include, but are not limited to removing dirt, mold, and mildew before painting (general surface cleaning); using pressurized water to remove coatings (water blasting); and using blast media to remove paint/coatings along with water as a dust inhibitor (wet blasting).

Operations using water shall be performed with either plain potable water or potable water with biodegradable, phosphate-free detergents and/or low concentration ($\leq 5\%$) sodium hypochlorite (bleach), calcium hypochlorite, or hydrogen peroxide.

All material removed and/or generated, including coating materials, water, and blast media, shall be collected for proper disposal. All material removed during water blasting operations will be collected, sampled, and disposed of in accordance with the “disposal” paragraph below. Liquids may be separated from the solid debris by screening the material collected with a 40-micron (or finer) filter mesh.

COATINGS CONTAINING HAZARDOUS CONSTITUANTS

The Contractor shall handle and disposed of all waste containing any hazardous materials in accordance with article entitled “Hazardous Wastes.”

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DISPOSAL

The Contractor shall dispose of all waste containing nonhazardous materials in accordance with article entitled “Landfill Operations/Solid Waste Removal.”

INSPECTION

All abrasive blasting and painting shall be inspected by a Contractor provided NACE inspector to verify compliance with the contract documentation. The inspector’s reports shall be provided to the Contracting Officer at the end of each week in which the blasting and/or painting has been performed at KSC. The report shall include information that clearly defines the extent (starting and end points) of work performed during each week.

J-B-23 TRAFFIC CONTROL REQUIREMENTS (MAR 2014)

(a) Standards:

U.S. Department of Transportation Federal Highway Administration Manual (latest edition), on uniform Traffic Control Devices for Streets and Highways, Part II, Signs for Traffic Controls for Street and Highway Construction, Maintenance, Utility and Emergency Operations, set forth the basic principles and prescribes minimum standards to be followed in the design, application, installation, maintenance and removal of all traffic control devices and all warning devices and barriers which are necessary to protect the public and workmen from hazards within the project limits. The standards established in the aforementioned manual constitute the requirements for normal conditions, and additional control devices, warning devices, barriers or other safety devices will be required where unusual, complex or particularly hazardous conditions exist.

(b) Traffic Control Devices, Warning Devices and Barriers:

- (1) The responsibility for installation and maintenance of adequate traffic control devices, warning devices, and barriers, for the protection of the traveling public and workman, as well as to safeguard the work area in general shall rest with the contractor. The required traffic control devices, warning devices and barriers shall be erected by the Contractor prior to creation of any hazardous condition and in conjunction with any necessary rerouting of traffic. The Contractor shall immediately remove, turn, or cover any devices or barriers which do not apply to the existing conditions.
- (2) The Contractor shall make the Contracting Officer aware of any scheduled operation which will affect traffic patterns or safety, sufficiently in advance of commencing such operation to permit his review of the plan for installation of traffic control devices, warning devices, or barriers proposed by the contractor.
- (3) The Contractor shall assign one of his employees the responsibility of maintaining the position and condition of all traffic control devices, warning devices, and barriers through the duration of the contract. The Contracting Officer shall be kept advised at

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all times as to the identification and means of contacting this employee on a 24 hour basis.

- (4) Maintenance of Devices and Barriers: Traffic Control devices, warning devices, and barriers shall be kept in the correct position, properly directed, clearly visible and clean, at all times. Damaged, defaced, or dirty devices or barriers shall immediately be repaired, replaced, or cleaned as required per the request of the Contracting Officer.

(c) Flagmen:

The Contractor shall provide competent flagmen to direct traffic in situations as may be required by the standards established in the paragraph above.

(d) Traffic Control Plan:

- (1) After contract award but prior to Notice to Proceed, the Contractor shall submit a traffic control plan to the Contracting Officer for approval. No work will be allowed on bridges or right-of-way of roads between the hours of 6:00 AM to 8:00 AM and 3:00 PM to 5:00 PM.
- (2) The Contractor may request work time during off shift and weekends in order to meet construction schedules.
- (3) The Traffic Control Plan will be updated by the Contractor on a weekly basis in order to provide a current plan for the job and make adjustments to the Contractor's work. The updated Traffic Control Plan shall be presented at the Weekly Status Meeting.

(e) Traffic Flow Requirements:

The Contractor shall keep one lane open at all times during road modifications. Any trench or hole created in a roadway shall be backfilled to finish roadway elevation or effectively covered to support vehicle loads prior to allowing any traffic to flow over it. No roads will be blocked during peak hours of traffic; no road work shall start before 8:00 am or continue past 5:00 pm, Monday through Friday unless otherwise approved by the Contracting Officer.

J-B-24 BIOLOGICAL SURVEYS (MAR 2014)

The Contractor shall notify the Contracting Officer (CO) to request that NASA **EAB** perform a biological survey, fourteen (14) days prior to start of work. The Contractor shall not begin land clearing or site disturbance activities, including exterior lighting and roof work, before receiving written approval from the CO stating that the biological survey is completed and all mitigation action (e.g. Threatened and Endangered (T&E) species relocation/protection, identification and protection of plant species of special concern) to be performed by the Government or Contractor has been completed.

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J-B-25 STORMWATER POLLUTION PREVENTION (MAR 2014)

The Contractor shall be responsible for providing stormwater pollution prevention measures, including erosion and sediment controls, in accordance with Federal and State Regulations. The pollution prevention measures selected and maintained by the Contractor shall be such that water quality standards are not violated as a result of the Contractor's construction activities. The Contractor shall construct or install temporary and permanent erosion and sediment control best management practices (BMPs) as indicated on the contract drawings and as necessary to minimize environmental damage and maintain compliance with regulatory requirements. The Contractor shall also abide by any and all National Pollutant Discharge Elimination System (NPDES) Construction Stormwater and Environmental Resource Permits obtained for the specific project.

A NPDES permit is required for all activities that disturb greater than one (>1) acre of land. A NPDES permit is not required for activities that disturb less than or equal to one (≤ 1) acre of land; however, the Contractor shall implement erosion control BMPs during construction.

J-B-26 CONCRETE WASTEWATER (MAR 2014)

The following checked paragraphs are applicable to this acquisition:

☒ CONCRETE WASHOUT

The Contractor shall not allow wastewater from standard concrete construction activities (such as on-site material processing, concrete curing, foundation and concrete clean-up, water used in concrete trucks, forms, directional drilling, etc.) to enter waterways or to be discharged before being treated to remove pollutants.

The Contractor shall dispose of the construction-related concrete wastewater and concrete excess by collecting and placing it in a contractor constructed settling pond where suspended material can be settled out and/or the water can evaporate to separate solids from the water. The location of the settling pond shall be coordinated with and approved by the Contracting Officer (CO). The Contractor shall remove and dispose of the residue left in the pond and restore site to original condition. Disposal of solidified concrete shall be performed in accordance with the solid waste article.

J-B-27 DEWATERING/CONSUMPTIVE USE PERMIT (CUP) (MAR 2014)

Dewatering operations (including manhole dewatering) shall be conducted in accordance with the most current St. Johns River Water Management District (SJRWMD) "Notice General Construction Dewatering Permit, Chapter 40C-22, F.A.C." If the dewatering operation will exceed 300,000 gallons per day (GPD) or thirty (30) days duration, the Contractor shall submit the Notice to District of Dewatering Activity RDS-50 Form fourteen (14) days prior to dewatering activities. The Contractor shall submit the required information to the Contracting Officer (CO) or his designee and provide a copy to the NASA Environmental Assurance Branch (EAB), TA-B1B.

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NASA EAB, TA-B1B will notify SJRWMD of the Contractor's intended dewatering operation. No dewatering may take place until authorized by the CO.

J-B-28 PROTECTION OF THE FLORIDA MANATEE (MAR 2014)

NASA shall instruct all personnel associated with the project of the potential presence of manatees in the work area, and the need to avoid collisions and/or harassment of manatees. All contractor personnel are responsible for observing the presence of manatees while undertaking water-related activities authorized by the project.

NASA will make the contractor aware of the civil and criminal penalties for harming, harassing, or killing manatees, which are protected under the Marine Mammal Protection Act of 1972, The Endangered Species Act of 1973, and the Florida Manatee Sanctuary Act. The Banana and Indian Rivers within and adjacent to NASA's Kennedy Space Center (KSC) have been designated as a critical habitat of the Florida Manatee.

Turbidity booms and siltation barriers (if required) shall be made of a material in which manatees cannot become entangled, and shall be properly secured and regularly monitored to avoid manatee entrapment. Installed turbidity booms or other barriers must not block manatee entry to or exit from essential habitat and must be removed immediately once the turbidity generating activity has ceased.

All vessels associated with the construction project shall operate at "no wake/idle" speeds at all times while in the construction area and while in waters where the draft of the vessel provides less than four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

If manatee(s) are seen within 100 yards of the construction or vessels under power, precautions must be implemented to ensure protection of the manatee. These precautions will include but not be limited to operating a vessel or equipment no closer than 50 feet from a manatee. If a manatee comes within 50 feet of a vessel, operations must stop until that manatee has left the area of its own volition.

Any collision with and/or injury to a manatee shall be reported immediately to the NASA Environmental Management Branch at 321-867-8448. This report will then be forwarded by NASA personnel to the appropriate regulatory agencies.

Temporary signs detailing the area as manatee habitat and precautions to avoid them must be posted at the job site prior to and during all construction activities. The signs will be removed at the completion of the project. The signs shall be placed in a manner that they are visible to all boat operators. The signs shall read: "Idle Speed is required if operating a vehicle in the construction Area. All motorized vessels must be shut down if a manatee comes within 50 ft of operations".

J-B-29 STORAGE TANK REPORTING/SPCC (MAR 2014)

Onsite temporary storage tanks must be Underwriter's Laboratory (UL) Listed, and American Petroleum Institute (API) or Steel Tank Institute (STI) approved for the product stored. These tanks shall be located/sited in a location that will minimize impacts to the environment in the event

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of a leak (not near swales, stormwater system, surface waters, wetlands, or storm drains or inlets). They shall be equipped with secondary containment to catch drips and leaks from the tank, or be double walled. Construction operations are not covered in the overall KSC Spill Prevention, Control and Countermeasures (SPCC) Plan due to their temporary nature. Each construction Contractor is required to create a project specific SPCC Plan for their activities on KSC if oil is stored in excess of an aggregate aboveground container capacity greater than 1,320 gallons (only containers greater than or equal to 55 gallons are counted). The SPCC Plan must be signed (self certified) by a Contractor Responsible Authority, adhere to the requirements of 40 CFR 112, and be delivered to the Contracting Officer (CO) before bringing any storage tanks that are subject to this clause on site. KSC Form 21-555 KSC Pollution Incident Reporting and Notification Form shall be required for all releases of hazardous materials.

Permanent storage tanks greater than 550 gallons for a regulated substance constructed by the Contractor must be registered with the State of Florida. The Contractor shall fill out the registration form for an Underground Storage Tank (UST) and/or Aboveground Storage Tank (AST) and submit the form to the CO and the NASA Environmental Assurance Branch (EAB), TA-B1B prior to final inspection before tank is placed into service. The EAB, TA-B1B, will sign and send the registration to the Florida Department of Environmental Protection (FDEP). The Contractor shall notify the CO forty-five (45) days prior to installation of any registered tank so that a written notice of tank installation can be provided to the regulatory authority, by the EAB, TA-B1B, at least thirty (30) days prior to tank installation as required. In addition, the EAB shall be notified 5 days before any of the following activities in order to schedule inspections with the Brevard County Natural Resource Management Office (BCNRMO):

1. Delivery of the tank to KSC/CCAFS
2. Completed installation inspection request for BCNRMO allowing the tank to be fueled and placed into service.
3. Final operational inspection request for BCNRMO to verify system is operating

UST registration and regulations are covered in Florida under FAC 62-761. Notifications of installation, upgrading, internal inspections, testing, incidents, discharge, and closure are detailed under 62-761.450. The EAB shall be notified 45 days before initiating the removal of any registered underground storage tank system. An additional notification to EAB is required 5 days before tank removal so a BCNRMO inspection can be scheduled if necessary.

AST registration and regulations are covered in Florida under FAC 62-762. Notifications of installation, upgrading, internal inspections, testing, incidents, discharge, and closure are detailed under 62-762.451. The EAB shall be notified 45 days before initiating the removal of any registered aboveground storage tank system. An additional notification to EAB is required 5 days before tank removal so a BCNRMO inspection can be scheduled.

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J-B-30 RECYCLING AND SALVAGING MATERIALS (MAR 2014)

The Contractor shall divert all of the following Construction and Demolition (C&D) waste items from the list below from disposal at landfills and incinerators to facilitate their recycling or reuse. The Contractor shall require all subcontractors, vendors, and suppliers to participate in this effort.

CONTRACTOR PROPERTY

All materials and real property items checked below shall become property of the contractor at the NTP. The Contractor may, at his discretion, assume ownership of and recycle all other Construction and Demolition Debris that has not been identified for salvage in the Contract Documents, or has otherwise been designated as Government property. All recyclable material obtained by the Contractor for recycling shall be removed from the Kennedy Space Center and recycled; it shall not be stockpiled at the Kennedy Space Center. The Contractor shall assume ownership of these recyclable materials once they are transported off of the Kennedy Space Center.

☒ METALS: ALUMINUM, BRASS, COPPER, REBAR, STAINLESS STEEL, STEEL, OTHER FERROUS, OTHER NON-FERROUS, SCRAP METAL

All metals coated with non-liquid PCB paints with levels below 50 parts per million shall be recycled by the contractor. Any metals coated with non-liquid PCB paints with levels above 50 ppm shall utilize the Schwartz Road Landfill after Government approval.

REPORTING REQUIREMENT

The Contractor shall record C&D waste materials on the “Construction & Demolition Projects Report“, KSC Form 7-648 NS (02/07) and submit the form on a monthly basis and keep log on site per direction of the Contracting Officer (CO).

J-B-31 SOLID WASTE (MAR 2014)

The Contractor shall be responsible for the proper management of all solid waste generated at the Kennedy Space Center from the execution of this contract. The Contractor shall segregate and transport all solid waste to disposal locations designated in the Contract Documents. The Contractor shall police work areas daily for loose trash and debris. The Contractor shall collect and properly dispose of wind-blown debris daily to prevent migration of debris/trash offsite.

Trash items not requiring special handling, or which cannot be resold or recycled, shall be disposed of in receptacles slated for disposal in either the KSC Landfill or the Brevard County Landfill. The Kennedy Space Center has numerous policies and processes in place to properly categorize, handle, store and dispose of waste streams generated during the project. It is the contractor’s responsibility to make every effort to reduce the impact of the project on the environment. This includes utilizing all practical means to reduce the amount of waste that is landfilled or incinerated.

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J-B-32 SCHWARTZ ROAD LANDFILL OPERATIONS (MAR 2014)

The KSC Landfill is an unlined Class III landfill. Any waste permitted by DEP regulations for disposal in a Class III landfill as defined in Rule 62-701.200(14), FAC can be accepted at the landfill (**excluding friable asbestos**). For the purpose of meeting recycling, waste diversion and reuse goals, KSC has restricted certain solid waste from landfill disposal (See *Article J-B-30, Recycling and Salvaging Materials*) Landfilling of waste shall be the Contractor's last option for disposal.

The physical dimensions of the waste shall be within the handling capabilities of the landfill disposal equipment. The physical dimensions for the landfill handling capabilities are 8 feet in length x 8 feet in width. Only the following items listed will be accepted at the landfill:

- (1) Asphalt: Asphalt removed from parking lots, driveways, and roadways.
- (2) Blast Media: The blast media must be as free from debris as possible and determined nonhazardous for acceptance into the KSC Landfill. The Spent Sandblast Media Disposal Form must accompany the blast media to the landfill and will be reviewed by the landfill operator. Blasting media determined to be a hazardous waste must be managed as hazardous waste.
- (3) Carpeting
- (4) Construction and Demolition Debris: Materials considered not water soluble and non-hazardous in nature, including but not limited to steel, brick, glass, concrete, asphalt, pipe, gypsum wallboard and non-pressure treated or unpainted lumber. This also includes rocks, soils, tree remains and other vegetative matter, which normally result from land clearing or development. Scrap metal from demolition projects should be managed according to guidance provided under article entitled "Recycling and Salvaging Materials". The landfill may not accept any painted materials that test above the lower Toxicity Characteristic Leaching Procedure (TCLP) detection limits for barium, cadmium, chromium, lead, and mercury. If TCLP results are above the lower TCLP detection limits, the Contractor shall submit a PWQ for evaluation per article entitled "Hazardous Wastes."
- (5) Fiberglass
- (6) Glass (except light bulbs or lamps).
- (7) Non-Friable Asbestos: Non-friable asbestos, also referred to as Non-Regulated Asbestos Containing Materials (NRACM) is handled on a case-by-case basis. KSC policy allows for the disposal of NRACM only. In order to dispose of non-friable asbestos, the Contractor shall complete and submit the KSC/Schwartz Road Landfill Non-Friable Asbestos form (KSC 28-1084 NS), which can be obtained from the

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Contracting Officer (CO) or the CO's designee. The form shall be sent to NASA EAB, TA-B1B. The following scheduling procedures shall be followed before NRACM wastes are accepted at the landfill:

- a. The waste generator/hauler shall make arrangements with the landfill operator a minimum of 24 hours before disposal of NRACM waste and shall inform the operator of the quantity of the waste and the scheduled date the shipment will arrive at the landfill.
 - b. NRACM will be accepted at the landfill with prior arrangement with the scale house attendant (minimum of 24 hours notification) Tuesday and Thursday, excluding holidays, from 0700 hours to 1100 hours and from 1300 hours to 1500 hours.
- (8) Pallets (Unserviceable Wood and Plastics): Pallets that are not reusable or recyclable are accepted.
- (9) PCB Bulk Product Waste: Refer to Clause "PCB Management."
- (10) Wood: Miscellaneous non-pressure treated wood items are accepted.
- (11) Yard Waste (Vegetation): Vegetation from maintenance and land clearing activities is accepted.

J-B-33 FRIABLE ASBESTOS MANAGEMENT (MAR 2014)

Regulated Asbestos Containing Materials (RACM) must be handled, packaged, and labeled of per EPA 40 CFR 61 and OSHA Construction Standards 29 CFR 1926.1101 prior to disposal. The contractor shall transport and dispose of all RACM at the Brevard County Landfill or similarly permitted disposal facility. The contractor shall provide confirmation of proper disposal to the CO within 7 days from the date the waste was transported from jobsite. No RACM will be authorized for disposal at any KSC waste facility.

J-B-34 ASBESTOS-CONTAINING BUILDING MATERIALS (JUL 2014)

Asbestos Containing Materials (ACM) are known to be present in facilities and or structures assigned under the scope of this contract. The Government will provide information regarding the location and quantity of known ACM in the facilities under this contract to the Contractor through the Contract Documents.

The contractor shall employ asbestos abatement contractors licensed by the State of Florida in accordance with Florida Statute 469 Asbestos Abatement. This documentation must be available onsite and shall be provided to the Government or Government representative upon request.

The Contractor shall abate all RACM as shown or specified in the contract documents and shall

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notify the Contracting Officer if any undocumented ACM or suspected ACM is encountered. The Contractor shall provide a written Asbestos Management and Abatement Implementation Plan which is consistent with the requirements of Federal and State regulations. These regulations include the Occupational Health and Safety Administration (OSHA) regulation 29 CFR 1926.1101, the Code of Federal Regulations (CFR) National Emission Standards for Hazardous Air Pollutants (NESHAP) 40 CFR 61 Subpart M, the Florida Administrative Code (FAC) requirements FAC 62-257, and the Florida Statute (F.S.) 469 Asbestos Abatement and F.S. 376.60 Asbestos Removal Program Inspection and Notification Fee.

If more than 260 linear feet, 60 square feet or 1 cubic meter of RACM is to be removed, or any load-bearing structure is to be demolished regardless of whether or not asbestos is present, the Contractor shall submit to the Florida Department of Environmental Protection (FDEP) a “Notice of Asbestos Renovation and Demolition Form” (DEP Form 62-257.900(1)). This notice shall be submitted two (2) weeks before demolition. A copy of the notification shall be provided to the Contracting Officer (CO) and the NASA Environmental Assurance Branch (EAB), TA-B1B. This notice shall be submitted for asbestos abatement and/or demolition of any load-supporting structural member. The State asbestos removal program requirements of F.S. 376.60 and the renovation or demolition notice requirements of the NESHAP 40 CFR Part 61, Subpart M, as embodied in FAC 62-257 are included on this form. If a project will disrupt construction materials in any way, the Contractor shall complete an asbestos survey. If it is unknown if ACM exist, the Contractor shall contact the COR to complete a Support Request (KSC Form 19-15) to have KSC Environmental Health provide an asbestos survey.

Asbestos materials must be handled, packaged, labeled and disposed of per EPA 40 CFR 61 and OSHA Construction Standards 29 CFR 1926.1101. All regulated asbestos waste shall be disposed of at the Brevard County Landfill located on Adamson Road in Cocoa, Florida. Non-friable asbestos can be disposed of at the KSC Schwartz Road Landfill in accordance with Environmental Procurement Clause “Schwartz Road Landfill Operations.”

Applicable to Contract Line Item 2 (Additive 1):

This project includes removal, handling and disposal of asbestos cement (AC) pipe. The contractor may dispose of AC pipe at the KSC Class III landfill on Schwartz Road, without charge, subject to the following requirements:

- Wet and containerize all waste materials as work progresses.
- All pipe cutting or breaking operations shall use adequate wetting with potable water to prevent the AC material from becoming air-borne and friable.
- Wet and containerize all waste materials as work progresses.
- When removing the pipe the Contractor shall take as much care as possible to not crush or break the pipe or make the pipe friable.

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- When applicable, remove pipe sections from the trench in an intact condition by using lifting straps or other methods that do not damage the pipe.
- Wet and wrap fractured and cut ends of pipe with a minimum of 6-mil poly film that is securely fastened/taped to seal all cut or broken ends.
- All loose or broken pieces of AC pipe shall be managed as regulated asbestos containing material and will not be accepted at the KSC Class III Landfill and must be disposed at an off-site facility permitted to accept regulated asbestos containing material. Refer to the contract clause Friable Asbestos Management for more information.
- Properly identify AC pipe materials with the name of the waste generator and the location at which it was generated.
- Label all AC pipe materials with warning labels in accordance with OSHA Construction Standards 29 CFR 1926.1101.
- Coordinate with the KSC landfill for staff delivery times and quantities.
- Provide a complete landfill disposal verification form (KSC Form 28-1064NS). Refer to the contract clause Swartz Road Landfill Operations for more information.

J-B-35 TURBIDITY & EROSION CONTROL (MAR 2014)

The Contractor shall prevent the discharge of sediment into drainage ditches, canals, streams, rivers or lakes due to construction operations. Precautions must be made to eliminate or reduce to the greatest extent possible any discharge of soil outside established project boundaries. Installation and maintenance of silt fences must be completed prior to initial land disturbance, and the screens must be maintained so they remain functional until such time that the newly exposed soils are stabilized with sod or natural vegetation. Approved erosion control devices shall be installed to prevent discharge of sediment into any dry or wet watercourse. Erosion control shall consist of anchored hay bales, mulch and netting, filter cloth barriers or other erosion control methods specified within the contract documents and approved by the Contracting Officer. Stockpiled fill material shall not be stored in a manner which allows runoff into any watercourse.

J-B-36 CONTINUITY, TEMPORARY UTILITIES AND EXISTING UTILITY SYSTEMS (MAR 2014)

Facilities adjacent to the work site will be fully occupied by government and government contractor employees during the project. Disruption of services shall be done in such a way to minimize the impact on building occupants. All utilities that are considered part of the demolition and affect the distribution of service into adjacent facilities and areas must be coordinated with the Contracting Officer prior to disconnecting existing utilities. Outages shall be planned and coordinated in accordance with Article J-B-1, Utility Outage, Energized Electrical Work, Electrical Hazard Analysis, and Excavation Permits. This includes utilities such as but not limited to:

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HVAC, Electric, Fire Alarm, Fire Protection, Water and Plumbing. When utility services are interrupted, the Contractor shall provide temporary generators, HVAC and other temporary utility provisions to maintain continuity of utility services to affected facilities and areas.

J-B-37 NASA EMPLOYEE ACCESS, ENTRANCES AND WALKWAYS (MAR 2014)

The Contractor shall take steps to maintain full and open access to the existing facilities at all times for Government Employees. Construction and demolition work that will impact the exterior of the work area (adjacent walkways, parking, etc.) shall be clearly identified in all adjacent areas that work is taking place above or near this location.

J-B-38 PROTECTIVE BARRIERS (MAR 2014)

Protective barriers shall be erected to protect Government personnel.

J-B-39 WORK AREA ACCESS CONSTRAINTS (MAR 2014)

Access to the work site for pre-construction activities occurring before the construction work window, such as field measurements and field investigations, must be coordinated with the Contracting Officer at least 7 working days prior to desired access.

J-B-40 SUBSTITUTIONS FOR SUBAQUEOUS HORIZONTAL DRILLING FIRM AND/OR SUPERVISOR OVERSEEING SUBAQUEOUS HORIZONTAL DRILLING (JUL 2014)

1. Changes to the firm and/or the supervisor overseeing the subaqueous horizontal drilling shall be approved by the Contracting Officer in advance of the substitution.
2. The qualifications of the replacement firm (to include copies of the state licenses/underground utilities certifications and documentation showing the replacement firm's demonstrated experience successfully completing a minimum of three (3) subaqueous/marine crossings each with a minimum 12-inch-diameter water main each for a minimum of 1,500 feet using directional drilling in the last three (3) years) shall be provided for the Contracting Officer's review.
3. The resume of the replacement supervisor (to include demonstrated experience successfully completing a minimum of three (3) subaqueous/marine crossings each with a minimum 12-inch-diameter water main each for a minimum of 1,500 feet using directional drilling in the last three (3) years) shall be provided for the Contracting Officer's review.